# 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 #14 REGULAR BOARD MEETING

Wednesday, April 18, 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

Preliminary April 18, 2018

# Section A PRELIMINARY

A.1 Call to Order and Roll Call	5:00 PM
The President of the Board will call the meeting to order. A roll call of the Board will be conducted.	
ROLL CALL VOTE: Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes	
A.2 Pledge of Allegiance to the Flag	
Dr. Marlene Breitenbach, Principal at Marshall School of Visual & Performing Arts, will introduce Bohdan Luttrull, 5 <sup>th</sup> grader in Ms. Lucinda Harrel's class, who 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 Julian Pachon, 5 <sup>th</sup> grader in Ms. Sandy Sloan's class; then read in Spanish by Melanie Guerrero, 5 <sup>th</sup> grader in Ms. Sandy Sloan's class.	
A.4 Presentation by Marshall School of Visual & Performing Arts	
Dr. Marlene Breitenbach will provide a short presentation to the Board regarding Marshall School of Visual & Performing Arts. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.	
A.5 Adoption of Agenda (Superintendent)	
	Moved:
	G 1.1
	Seconded: Vote:
ROLL CALL VOTE:  Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes	Vote:
Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes	Vote:
	Vote:
Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes  A.6 Study Session – Student Achievement Presentation (Freeman/Curtis)  The Board of Trustees will receive a presentation on the STAR360 Student	Vote:

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

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

Preliminary April 18, 2018

# Section A PRELIMINARY

(continued)

### A.8 Closed Session

- 1. Pursuant to Section 54956.9 of *Government Code*:
  - Conference with Legal Counsel Anticipated Litigation: 1 case
  - ➤ Conference with Legal Counsel Existing Litigations:
    - Office of Administrative Services Case No.: 2017120168
    - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- 2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (Education

Code 48912; 20 U.S.C. Section 1232g)

- Case No. 17-12 (Action Item)
- Case No. 17-14 (Action Item)
- 3. 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. 15-14 (Action Item)
- 4. 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

- 5. Pursuant to Section 54956.8 of the *Government Code*:
  - Conference with Real Property Negotiators (for acquisition of new school site):

Property: Parcel located Teal Club Road, North of Teal Club Road, South of

Doris Avenue

Agency

Negotiators: Superintendent/Assistant Superintendent, Business & Fiscal Services/

Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.

**Negotiating** 

Parties: Dennis Hardgrave on behalf of the property owners

Under

Negotiations: Instruction to agency negotiator on price and terms.

6. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:

Public Employee(s) Discipline/Dismissal/Release

### A.9 Reconvene to Open Session

7:00 PM

### A.10 Report Out of Closed Session

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

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

Preliminary April 18, 2018

# Section A PRELIMINARY

(continued)

A.10 Report Out of Closed Session
REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g) Case No. 17-12 (Action Item)
Motion:, Second:
Roll Call Vote: Madrigal Lopez, Robles-Solis, O'Leary Morrison, Cordes
Case No. 17-14 (Action Item) Motion:, Second:
Roll Call Vote: Madrigal Lopez, Robles-Solis, O'Leary Morrison, Cordes
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. 15-14 (Action Item) Motion:, Second:
Roll Call Vote: Madrigal Lopez, Robles-Solis, O'Leary Morrison, Cordes
A.11 Measure D Bond Oversight Committee Annual Report (Penanhoat)  The Assistant Superintendent, Business & Fiscal Services, will introduce Mr. Pedro Chavez, Measure D Bond Oversight Committee Chair, who will present the Bond Oversight Committee's first annual report to the Board of Trustees per Proposition 39 requirements.
A.12 Recognition by California Association for Bilingual Education, 2018 Seal of Excellence Award – Juan Soria School (Morales)

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

The Board of Trustees will recognize Juan Soria School for receiving the California

Association for Bilingual Education 2018 Seal of Excellence Award.

Preliminary April 18, 2018

# Section B PUBLIC COMMENT/HEARINGS

<b>B.</b> 1	Public	Comment	(3)	minutes	per s	peaker`	)
-------------	--------	---------	-----	---------	-------	---------	---

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

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

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

# B.2 Public Hearing – Rejection of Bids for RFQ/RFP #17-05 Phase 2 LED Lighting Retrofit (Penanhoat/Fateh)

It is the recommendation of the Assistant Superintendent, Business & Fiscal **Public Comment:** Services, and the Director of Facilities, that the Board of Trustees reject all bids Presentation: submitted for RFQ/RFP #17-05 for Phase 2 LED Lighting Retrofit services. Moved: Seconded: **Board Discussion:** Vote: **Roll Call Vote:** Madrigal Lopez \_\_\_\_\_, Robles-Solis \_\_\_\_\_, O'Leary \_\_\_\_\_, Morrison\_\_\_\_\_, Cordes \_\_\_\_\_ **B.3** Public Hearing - Adoption of Resolution #17-33 and Approval of Agreement #17-294 with EMCOR Services Mesa Energy Systems Inc. for HVAC Design Build Services – Prop 39 Phase 2 (Penanhoat/Fateh) It is the recommendation of the Assistant Superintendent, Business & Fiscal Public Comment: Services, and the Director of Facilities, that the Board of Trustees adopt Presentation: Resolution #17-33 and approve Agreement #17-294 with EMCOR Services Moved: Mesa Energy Systems Inc. to provide HVAC Design-Build Services at four Seconded: (4) school sites in the amount not to exceed \$1,160,000.00, to be paid with **Board Discussion:** Prop 39 Funds. 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

Hearings April 18, 2018

# Section B PUBLIC COMMENT/HEARINGS

(continued)

The Oxnard School District has met these requirements as follows:  1) The District retains eligibility for new construction with the State Allocation Board for the School Facilities Program. 2) The portion of the District's teaching stations that are portable classrooms exceeds the required 20% threshold. 3) The District has an indebtedness level in excess of the 15% requirement. 4) Resolution #17-36 adopting alternative developer fees (Level II) on new residential construction is based on the latest School Facilities Needs Analysis that has been developed pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.  New residential development projects will be assessed a fee of \$4.06 per square foot of assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I commercial fees.  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #17-36 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.  Roll Call Vote:  Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes  B.5	B.4 Adoption of Resolution # 17-36 Approving a School Facilities Needs And Alternative School Facilities Fees in Compliance with Government 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Coc Related Findings and Determinations (Penanhoat)	Code Sections
assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I commercial fees.  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #17-36 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.  Roll Call Vote:  Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes  B.5 Adoption of Resolution # 17-37 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Penanhoat)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 17-37, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 18, 2018, 60 days after the Board Discussion: adoption date at the public hearing.	The Oxnard School District has met these requirements as follows:  1) The District retains eligibility for new construction with the State Allocation Board for the School Facilities Program. 2) The portion of the District's teaching stations that are portable classrooms exceeds the required 20% threshold. 3) The District has an indebtedness level in excess of the 15% requirement. 4) Resolution #17-36 adopting alternative developer fees (Level II) on new residential construction is based on the latest School Facilities Needs Analysis that has been developed pursuant to Government Code	Presentation: Moved: Seconded: Board Discussion:
that the Board of Trustees approve Resolution #17-36 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.  Roll Call Vote:  Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes  B.5 Adoption of Resolution # 17-37 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Penanhoat)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 17-37, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 18, 2018, 60 days after the Board Discussion: adoption date at the public hearing.  Vote:	assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I	
B.5 Adoption of Resolution # 17-37 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Penanhoat)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 17-37, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 18, 2018, 60 days after the Board Discussion: adoption date at the public hearing.	that the Board of Trustees approve Resolution #17-36 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code. <b>Roll Call Vote:</b>	rdes
Services, that the Board of Trustees adopt Resolution No. 17-37, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 18, 2018, 60 days after the adoption date at the public hearing.  Presentation:  Seconded:  Board Discussion:  Vote:	B.5 Adoption of Resolution # 17-37 of the Board of Trustees of the Oxnard So Increase Statutory School Fees Imposed on New Residential and Comme	chool District to rcial/Industrial
development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 18, 2018, 60 days after the adoption date at the public hearing.  Seconded: Board Discussion: Vote:	Services, that the Board of Trustees adopt Resolution No. 17-37, increasing the	Presentation:
	development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 18, 2018, 60 days after the	Seconded: Board Discussion:
Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes	Roll Call Vote:	des

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

Hearings April 18, 2018

(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:

Sugden

### **ROLL CALL VOTE:** Madrigal Lopez \_\_\_\_\_\_, Robles-Solis \_\_\_\_\_\_, O'Leary \_\_\_\_\_\_, Morrison \_\_\_\_\_\_, Cordes \_\_\_\_\_ Acceptance of Gifts Dept/School It is recommended that the Board accept the following gifts: From Oxnard Educators Association, a donation of \$1,200.00 to purchase new Lefkovits books for each school library in the Oxnard School District in honor of Read Across America 2018. From Farmers Insurance, a donation of \$100.00 to Juan Lagunas Soria School Fox purchase supplies. From MJP Technologies Inc., a donation of \$500.00 to Juan Lagunas Soria Fox School to support the school. Agreements Dept/School It is recommended that the Board approve the following agreements: **Enrichment:** #17-286 with Oxnard College, for use of facilities for Lemonwood School's 8th Freeman/ Grade Promotion Ceremony, on June 11, 2018; amount not to exceed \$255.00, to Wennes be paid out of the General Fund. Freeman/ #17-292 with Oxnard Performing Arts & Convention Center, for use of facilities for Haydock Academy of Arts & Sciences Spring Showcase, on June 7, 2018; Brisbine amount not to exceed \$3,748.00, to be paid with School Site Funds. #17-298 with All for KIDZ, Inc., to provide a school-wide character education Freeman/ program that centers around 45-minute assembly called The NED Show for Santamaria students at Ritchen School, on April 30, 2018; no fiscal impact. #18-02 with Oxnard Performing Arts Center, for use of facilities for the 2018 SIP Morales Day Orientation that will be held at the PAC, on August 14, 2018; amount not to exceed \$3,008.00, to be paid out of the General Fund. **Facilities:** Penanhoat/ Agreement of Field Contract #FC-P18-04177 with Criterion Environmental Inc., to provide Environmental Testing Services for HVAC Upgrade Projects at five Fateh (5) school sites pursuant to the Uniform Public Construction Cost Accounting Act; amount not to exceed \$7,440.00, to be paid with Deferred Maintenance funds. **Special Education:** Freeman/ #17-283 with Staff Rehab, to provide supplemental staffing including Speech

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

Language Therapist, Occupational Therapist and Psychologist, to the Oxnard

School District from April 19, 2018 through July 20, 2018, on an "as needed" basis; amount not to exceed \$40,000.00, to be paid with Special Education funds.

Consent Agenda April 18, 2018

(continued)

<i>C.2</i>	Agreements (continued)	
	s recommended that the Board approve the following agreements:	Dept/School
Sp	ecial Education:	
•	#17-284 with Autism Learning Partners LLC, to work with the Special Education	Freeman/
	Services Department to provide 1:1 Behavior Support Services to students,	Sugden
	parents, and staff during the 2017-2018 academic year; amount not to exceed	
	\$10,000.00, to be paid with Special Education funds.	
•	#17-285 with Actum Clinical & Behavioral Services, to work with the Special	Freeman/
	Education Services Department as an Independent Educational Evaluator to	Sugden
	provide ecological behavior assessments including document review, school and	
	home visits, and interviews with relevant school staff and family; amount not to	
	exceed \$30,000.00, to be paid with Special Education funds.	
•	#17-300 with Two Trees Physical Therapy, to provide vision therapy services and	Freeman/
	complete vision assessments as an Independent Education Evaluator for the	Sugden
	Special Education Services Department during the 2017-2018 academic year;	
	amount not to exceed \$10,000.00; to be paid with Special Education funds.	
Su	pport Services:	
•	#17-293 with CFW Advisory Services, LLC – Financial Advisory Services, to	Morales/
	provide financial consulting and advisory services in connection with the	CFW
	issuance of General Obligation Bonds and other financial transactions (TRANS,	
	COPs and other related financial transactions). As a result, the extension of the	
_	Contract does not impact the District's General Fund.	<b>F</b> /
•	#17-299 with Clinicas Del Camino Real Inc., to provide dental preventative	Freeman/
	services to students in grades TK-8. Oxnard School District may refer students	Ridge
	and their families to Clinicas Del Camino Real Inc. for services including, but not	
	limited to, dental care, from April 19, 2018 through June 30, 2019; no fiscal	
_	impact.	Danaulaaa4/
•	#18-01 with Durham School Services for Pupil Transportation Services, from	Penanhoat/
	July 1, 2018 through June 30, 2023; amount not to exceed \$18,214,141.00, to be	Briscoe
	paid out of the General Fund	
<i>C</i>	Ratification of Agreements	
	s recommended that the Board ratify the following agreements:	Dept/School
Fa	cilities:	
•	Amendment No. 003 to Agreement #15-89 with CSDA Design Group to provide	Penanhoat/
	additional architectural and engineering services to complete the design for the	Fateh/
	Marshall New School Project; amount not to exceed \$16,010.44, to be paid out of	CFW
Da	Master Construct & Implementation Funds.	
re.	rsonnel: #17-290 with National University, will partnership with OSD for the purpose of	Vaca/
-	providing contractual services for students, or state-supposed K-12 educational	Bond
	service unit and to offer internship credential programs, from January 30, 2018	Dona
	through June 30, 2022; no fiscal impact.	
•	#17-291 with National University, will provide fieldwork experiences to students	Vaca/
	enrolled in various authorized credential programs for public school service. The	Bond
	partnership will deliver services in support of the programs that meet the	
	regulations and standards of the California Commission on Teacher Credentialing,	
	from July 1, 2017 through June 30, 2022; no fiscal impact.	

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

Consent Agenda April 18, 2018

(continued)

### **Special Education:**

Amendment No. 1 to Agreement #17-56 with Lindamood-Bell Learning Processes for 1:1 sensory-cognitive instruction services for the 2017-2018 school year, in the amount not to exceed \$100,000.00. Amendment #1 in the amount of \$80,000.00 will increase the number of service hours for students, for a revised total contract amount of \$180,000.00; to be paid from Special Education Funds.

Freeman/ Sugden

### **Support Services:**

#17-273 with Crown Castle Fiber/Sunesys per RFP #17-03, for Wide Area Network Digital Transmission Services E-Rate 2018-2019, effective July 1, 2018 through June 30, 2021; amount not to exceed \$183,600.00 per year, to be paid \$165,240.00 from E-Rate & \$18,360.00 to be paid out of the General Fund. Penanhoat/ Mitchell

#17-274 with Frontier Communications per RFP #17-03, for Internet Access Services/Internet Service Provider, effective July 1, 2018 through June 30, 2023; amount not to exceed \$23,051.40 per year, to be paid \$20,746.26 from E-Rate & \$2,305.14 to be paid out of the General Fund.

Penanhoat/ Mitchell

#17-289 with Digital Promise/United2 Read, to participate in a research study funded by the U.S. Department of Education working with the United 2 Read team to improve students' reading outcomes and close achievement gaps for high-need students using Learning Ovations' ESSA Strong Evidence A2i software, teacher coaching, and community involvement support, from August 2018 through June 2021; no fiscal impact.

Freeman/ Batista

### C.4 Summary of Sale, Election of 2016, Series B, General Obligation Bonds

It is the recommendation of the District Superintendent and the Assistant Superintendent of Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees receive this Summary of Sale of the Election of 2016, Series B Bonds.

Dept/School Morales/ Penanhoat/ CFW

# C.5 Approval of Change Order No. 010 to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the Lemonwood K-8 School Reconstruction

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. 010 to Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project; amount not to exceed \$493,573.25, to be paid out of the Master Construct and Implementation Funds.

Dept/School Penanhoat/ Fateh/ CFW

### C.6 Award of Formal Bid #17-03 and Approval of Agreements #17-287 & #17-288 for Roof Replacement 2018 – Various Sites

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award bid #17-03 for roof replacement at various sites; amount not to exceed \$520,920.00, to be paid from Deferred Maintenance Funds.

Dept/School Penanhoat/ Fateh

# C.7 Approval of Notice of Completion, Lighting Retrofit Services at Nineteen (19) District Sites, RFP #16-52

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for RFP #16-52, Lighting Retrofit Services at Nineteen (19) District sites with ReGreen Inc.

Dept/School Penanhoat/ Fateh

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

Consent Agenda April 18, 2018

(continued)

C.8 Approval of Notice of Completion, Chavez School HVAC Modernization, Bid #	16-04
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services,	Dept/School
and the Director of Facilities, that the Board of Trustees approve the Notice of	Penanhoat/
Completion and filing of such notice with the County Recorder's Office, for Bid #16-	Fateh
04, Chavez School HVAC Modernization with Ardalan Construction Company.	
C.9 Appointment of Representative to Fill Vacancy – Measure D Bond Oversight Co	
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services	Dept/School
that the Board of Trustees make a determination regarding the appointment of Ms.	Penanhoat
Socorro Castro as the Senior Citizens' Organization representative on the Measure D Bond Oversight Committee.	
C.10 Approve Out of State Conference, National Association of School Nurses' 2016 Conference	8 Annual
It is the recommendation of the Assistant Superintendent, Educational Services and	Dept/School
the Director of Pupil Services that the Board of Trustees approve the Out of State	Freeman/
conference as outlined above; amount not to exceed \$3,250.00, to be paid out of Pupil Services, Nursing funds.	Ridge
C.11 Approval of the 2017-18 Quarterly Report on Williams Uniform Complain Quarter	
It is the recommendation of the Assistant Superintendent, Human Resources that the	Dept/School
Board of Trustees approve the 2017-18 Quarterly Report on Williams Uniform Complaint, third quarter, as presented.	Vaca
C.12 Approval of Reading Specialist, K-2 and Instructional Specialist, K-8 Job Description	riptions
It is the recommendation of the Assistant Superintendent, Human Resources &	Dept/School
Support Services that the Board of Trustees approve the attached Reading Specialist, K-2 and Instructional Specialist, K-8 job descriptions, as presented.	Vaca
C.13 Approval of Out-of State Instructional Observation: Puerto Peñasco	
It is the recommendation of the Assistant Superintendent, Human Resources that the	Dept/School
Board of Trustees approve the out-of-state instructional observation, as outline above;	Vaca/
amount not to exceed \$5,000.00, to be paid out of Human Resources and Bilingual	Bond/
Budget.	Batista
C.14 Establish/Abolish/Increase/Reduce Hours of Positions	
It is the recommendation of the Interim Director, Classified Human Resources, that	Dept/School
the Board of Trustees approve the establishment, increase, and reduction of the positions, as presented.	Bailey
C.15 Personnel Actions	
It is the recommendation of the Assistant Superintendent, Human Resources &	Dept/School
Support Services and the Interim Director, Classified Human Resources, that the	Vaca/
Board of Trustees approve the personnel actions, as presented.	Bailey
11 / 1	•

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

Consent Agenda April 18, 2018

# Section D ACTION ITEMS

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

D.1 English Learners Master Plan (Freeman/Batista)	
The English Learner Master Plan is a document that needs to be reviewed	Public Comment:
and revised each year to reflect changes to programs, policies and laws. This	Presentation:
year in line with changes in law due to Proposition 58 and changes to	Moved:
program offerings by the district a revision of the English Learner Master	Seconded:
Plan is being presented to the board for approval. It is the recommendation	Board Discussion:
of the Assistant Superintendent, Educational Services, and the Director of	Vote:
English Learner Services that the Board of Trustees approve the revisions as presented.	
ROLL CALL VOTE:	
Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cor	des
D 2 Approval of Amendment #1 to Lease-Leaseback Agreements #17-209. #	17-210. and #17-211
D.2 Approval of Amendment #1 to Lease-Leaseback Agreements #17-209, #1 between the Oxnard School District and Viola Inc. to provide Lease-Lease	
between the Oxnard School District and Viola Inc. to provide Lease-Leas	
between the Oxnard School District and Viola Inc. to provide Lease-Lease Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)	
between the Oxnard School District and Viola Inc. to provide Lease-Leas	se-Back Construction
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-	Public Comment:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to	Public Comment: Presentation: Moved: Seconded:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project,	Public Comment: Presentation: Moved: Seconded: Board Discussion:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the	Public Comment: Presentation: Moved: Seconded:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the	Public Comment: Presentation: Moved: Seconded: Board Discussion:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code; amount not to exceed \$737,009.12, to be paid out	Public Comment: Presentation: Moved: Seconded: Board Discussion:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the	Public Comment: Presentation: Moved: Seconded: Board Discussion:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code; amount not to exceed \$737,009.12, to be paid out	Public Comment: Presentation: Moved: Seconded: Board Discussion:
Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code; amount not to exceed \$737,009.12, to be paid out of Master Construct and Implementation Funds.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
between the Oxnard School District and Viola Inc. to provide Lease-Lease Services for the Brekke Kindergarten Project (Penanhoat/Fateh/CFW)  It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code; amount not to exceed \$737,009.12, to be paid out of Master Construct and Implementation Funds.  ROLL CALL VOTE:	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:

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

Action Items April 18, 2018

# Section D ACTION ITEMS

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

D.3 Approval of Amendment #1 to Lease-Leaseback Agreements #17-212, #1 between the Oxnard School District and Viola Inc. to provide Lease-Lease Services for the McAuliffe Kindergarten Project (Penanhoat/Fateh/CFW)	e-Back Construction
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-212, #17-213 and #17-214, with Viola Inc., to provide Construction Services related to the McAuliffe Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code; amount not to exceed \$836,826.71, to be paid out of Master Construct and Implementation Funds.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
ROLL CALL VOTE: Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cord	les
D.4 Approval of Amendment #1 to Lease-Leaseback Agreements #17-218, #1 between the Oxnard School District and Viola Inc. to provide Lease-Lease Services for the Ritchen Kindergarten Project (Penanhoat/Fateh/CFW)	

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

Action Items April 18, 2018

# 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

Minutes April 18, 2018

# Section F BOARD POLICIES

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

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

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

Revision	Instruction	Freeman
BP 6162.5(a)	STUDENT ASSESSMENT	
Revision	Instruction	Freeman
BP 6162.5(b)	STUDENT ASSESSMENT	

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

Board Policies April 18, 2018

# Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)	
A brief report will be presented concerning noteworthy activities of distr	ict Notes:
staff, matters of general interest to the Board, and pertinent and timely sta	ate
and federal legislation.	
C 2 Taustoss' Announcements (2)	
G.2 Trustees' Announcements (3 minutes each speaker)	N-4
The trustees' report is provided for the purpose of making announcement	
providing conference and visitation summaries, coordinating meeti	C
dates, identifying board representation on committees, and providing oth	ner
information of general interest.	
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

Conclusion April 18, 2018



### Vision:

Empowering All Children to Achieve Excellence

### Mission:

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



### Visión:

Capacitar a cada alumno para que logre la excelencia académica

### Misión:

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

# OSD BOARD AGENDA ITEM

Name	of Contributor: Robin I. Free	man Date of Meeting: 4/18/18
A.	Preliminary	
	Study Session <u>X</u>	
	Report	
В.	Hearing:	
C.	Consent Agenda	
		Agreement Category:
		Academic
		Enrichment
		Special Education
		Support Services Personnel
		l ersonner Legal
		Facilities
D.	Action Items	
E.	Approval of Minutes	
F.	Board Policies 1st Reading	2 <sup>nd</sup> Reading
Studer	t Achievement Presentation (l	Freeman/Curtis)
Presen	ting STAR360 Student Achie	vement Data
1 105011	ting 51711C500 Student 71eme	venient Buta.
FISC	AL IMPACT: None	
TISCI	THINIACI. None	
DEGG		
RECC	MMENDATION: Information	onal only.
ADDI	TIONAL MATERIAL: Pow	er Point



# STAR 360, Accelerated Reader and myON Data Review



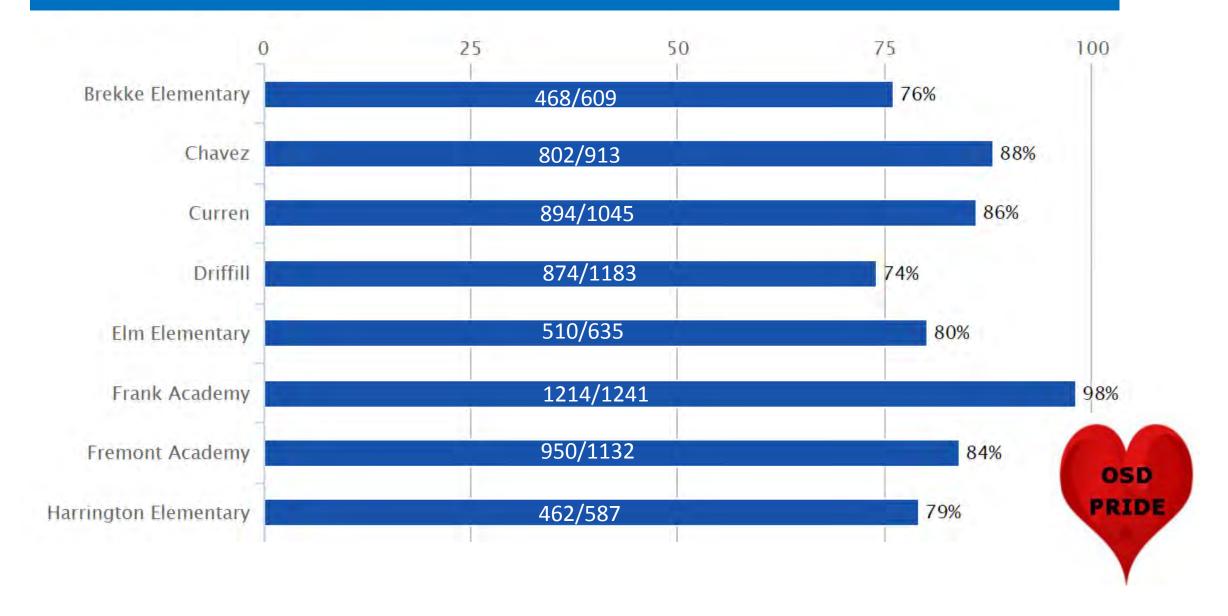
# Success Indicators in Accelerated Reader

- Participation Rate
- Daily Engaged Time Reading
- Percentage on Accelerated Reader Quizes

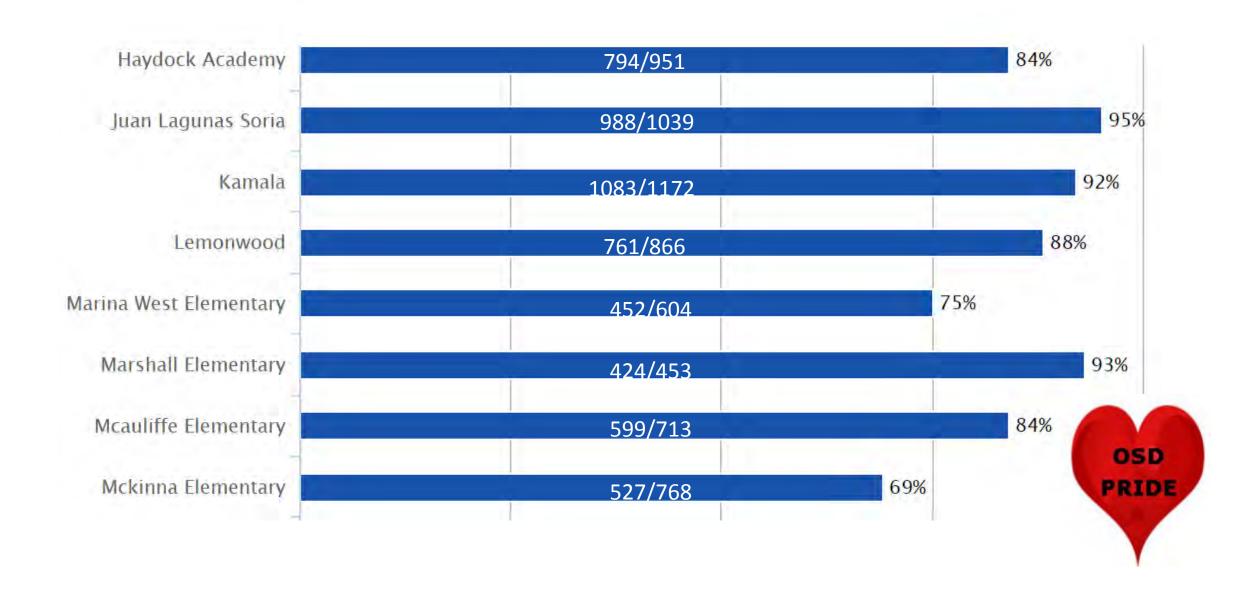




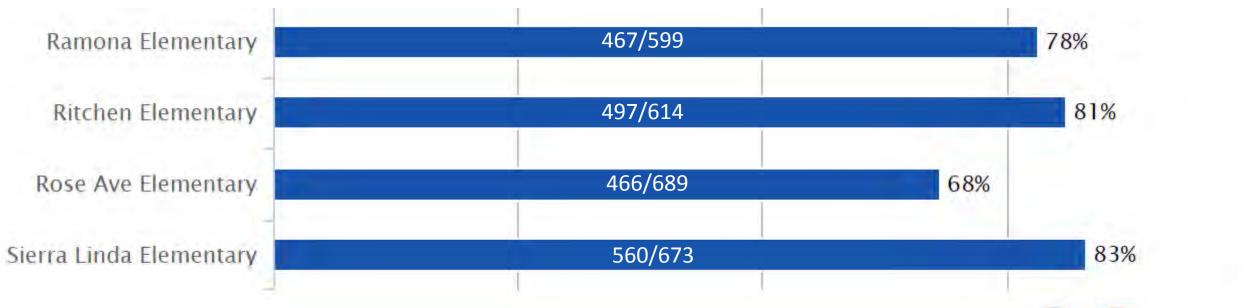
# Accelerated Reader Partication Rate



# **Accelerated Reader Partication Rate**

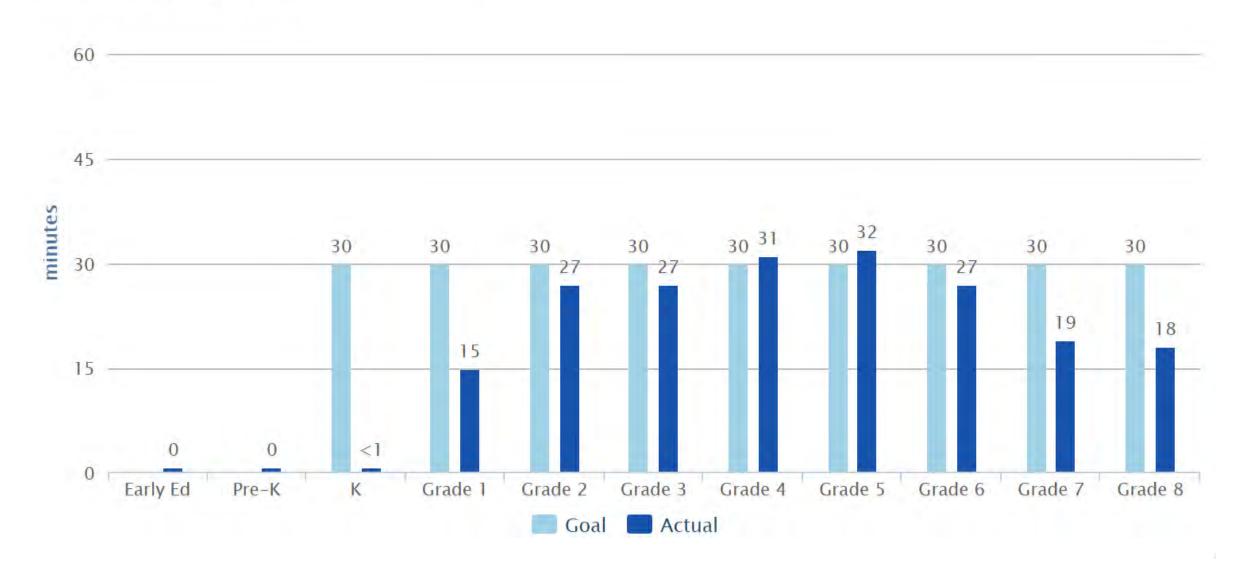


# Accelerated Reader Partication Rate



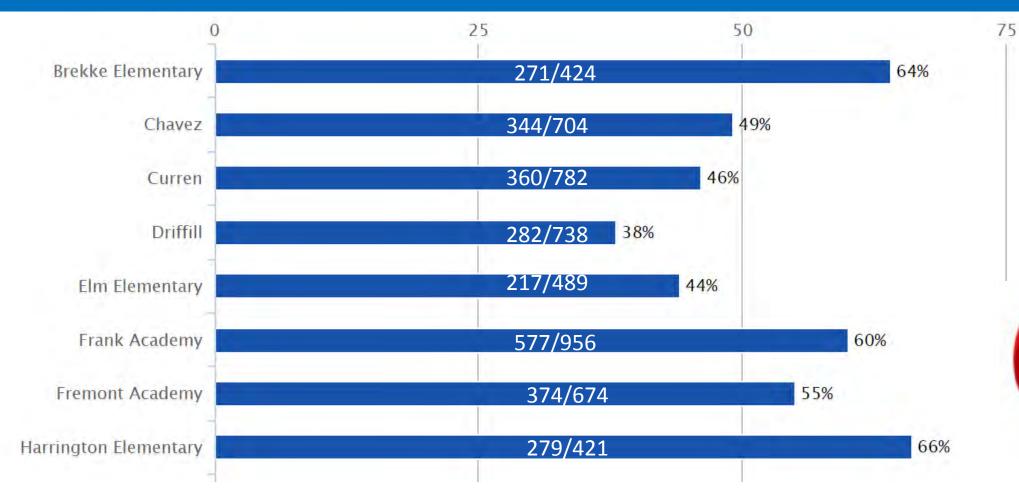


# Accelerated Reader District Average Engaged Time



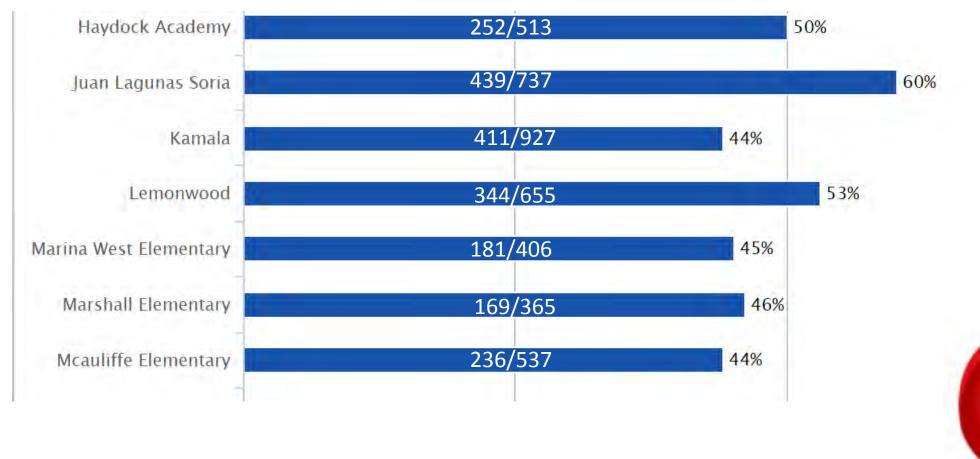


# Accelerated Reader 85% or Above Success Index





# Accelerated Reader 85% or Above Success Index





# Accelerated Reader 85% or Above Success Index





# Star 360 District Scale Scores Reading

Reading		Fall 17-18			<b>Winter 17-18</b>					
		SS	DFM			SS	DFM		OG	
	K	61	11			88	24		13	
	1st	80	9		1	107	25		16	
	2nd	152	-30		2	210	-20		10	
	3rd	251	-72		3	312	-48		24	
	4th	340	-84		3	390	-65		19	
	5th	417	-108		4	471	-84		24	
	6th	494	-132		Ē	541	-119		13	
	7th	558	-155			586	-176		-34	
	8th	612	-235		6	656	-226		9	

SS=Scale Score
DFM=Distance From Met
OG=Overall Growth

# STAR 360 Disrict Scale Scores Math

Math		Fall 17-18				Wir				
		SS	DFM			SS	DFM		OG	
	K									
	1st	252	12			324	26		14	
	2nd	373	-23			429	-6		17	
	3rd	473	-9			523	0		9	
	4th	537	-29			573	-24		5	
	5th	604	-29			637	-22		7	
	6th	657	-41			676	-42		-1	
	7th	681	-54			698	-50		4	
	8th	705	-61			720	-59		2	
	1	I	I	I	l	I	1	ı		

SS=Scale Score
DFM=Distance From Met
OG=Overall Growth

# STAR 360 District Scale Scores Early Literacy

<b>Early Literacy</b>		Fall 17-18			Wir			
		SS	DFM		SS	DFM	OG	
	K	456	-43		557	-13	30	
	1st	566	-45		663	-18	27	

SS=Scale Score
DFM=Distance From Me
OG=Overall Growth

# Million Word Readers

- Total of 320 students
- 48% of Million Word Readers showed increased CAASPP Scores from 2015-16 to 2016-17
- 57% of Million Word Readers are reading above grade level







# Year-to-Date Reading Activity District Summary

This document summarizes data from November 1, 2014 – February 15, 2018



5,726,918 Books Accessed



2,513,604 Books Read





22,773,445 Minutes Reading





# Longitudinal Y-O-Y Reading Activity District Summary

Summary data from August 1, 2015 - August 1, 2016

16,980

1,915,513

810,432

6,794,656

Number of Students

**Books Started** 

**Books Completed** 

Minutes Read

Summary data from August 1, 2016 - August 1, 2017

16,980

2,126,949

932,455

8,995,105

Minutes Read

Number of Students

**Books Started** 

**Books Completed** 

Summary data from \*August 1, 2017- February 15, 2018

16,980

1,548,800

679,079

6,313,334

Number of Students

**Books Started** 

**Books Completed** 

Minutes Read

\* 6 ½ months of reading activity



OSD

PRIDE

# **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: April 18, 2018
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category:  Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1ST RE	
MEASURE D BOND OVERSIGHT COM	MITTEE ANNUAL REPORT (Penanhoat)
D Bond Oversight Committee chair, who report to the Board of Trustees as per Pro	& Fiscal Services, will introduce Mr. Pedro Chavez, Measure will present the Bond Oversight Committee's first annual oposition 39 requirements.
FISCAL IMPACT	
None.	

# **RECOMMENDATION**

None – Information only.

# **ADDITIONAL MATERIAL**

Attached: 2017 Measure D Bond Oversight Committee Annual Report (2 pages)

# **Financial Information**

### **Measure D Bond Sales**

Total Authorization: \$142.5 million Series A—\$81 million March 2017 Remaining Authorization: \$61.5 million

# Measure D Bond Oversight Committee 2017 Meeting Dates

March 13, 2017 June 26, 2017 September 18, 2017

### **Annual Financial & Performance Audit**

The integrity of Measure D funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2017, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure D General Obligation Bond Building Fund as of June 30, 2017, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure D General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure D funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

Measure D General Obligation Bond Building Fund Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2017

	 easure "D" ilding Fund
REVENUES	
Interest earnings	\$ 179,217
Total Revenues	 179,217
EXPENDITURES	
Current:	
Services and other operating expenditures Capital outlay	657 379,977
Debt issuance costs	,
Debt issuance costs	 275,000
Total Expenditures	 655,634
Excess (Deficiency) of Revenues	
Over (Under) Expenditures	(476,417)
OTHER FINANCING SOURCES (USES)	
Proceeds from bond issuances	 81,000,000
Net Change in Fund Balance	80,523,583
Fund Balance, July 1, 2016	 -
Fund Balance, June 30, 2017	\$ 80,523,583

There were no audit findings in 2016-17

# Measure D Bond Oversight Committee

# **2017** Annual Report to the Community



April 2018







OXNARD SCHOOL DISTRICT

McKinna (Left), Seabridge (Middle), and Rose Avenue (Right) Design Renderings

As required by State Law, a Measure D Bond Oversight Committee (Committee) has been established to actively review and report on the expenditure of voter-approved bonds, receive and review copies of annual performance and financial audits, and present an annual written report.

Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016 to acquire, construct, and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds. All projects are consistent with the project list provided to voters by the District's Board of Trustees.

Measure D efforts have moved ahead! The District has issued approximately \$81 million in Measure D bond authorization. Planned reconstructed and/or new school projects are currently in active design or planning stages. This report shares project progress and financial information. On behalf of the Committee, I hope the Oxnard community will find this report informative and I look forward to our Committee activities in the year ahead.

Sincerely,
Pedro A. Chavez, Chair
Measure D Bond Oversight Committee

### Measure D Bond Oversight Committee

Pedro A. Chavez, Chair Business Organization Representative

Lisa Latimer, Vice Chair Community at Large Representative

William Belcher Community at Large Representative

John Jay Bona-fide Taxpayers Organization Member

Michelle Larios
Parent/Guardian of Enrolled Child

Will Ray Jr. PTA/Parent Representative

Doris Vasquez Senior Citizens Organization Member

The Committee meets at least quarterly. Each member of the committee is appointed by the District's Board of Trustees for a two year term of service.

Committee minutes and information on bond funded projects are available on the Bond Oversight Committee page located on the Measure D website:

www.oxnardbondprojects.org

### **Oxnard School District**

Dr. Cesar Morales Superintendent

### **Board of Trustees**

Ernest Morrison, President Debra M. Cordes, Clerk Denis O'Leary, Trustee Veronica Robles-Solis, Trustee Monica Madrigal Lopez, Trustee

# Measure D Overview

### Overview

The District has adopted a Master Construct and Implementation Program which is funded through the use of Measure D and Measure R bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Master Construct and Implementation Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Measure D projects have moved ahead including the submittal of the reconstructed McKinna project to the Division of the State Architect, active design for the reconstruction of Rose Avenue K-5 and new Seabridge K-5 school, and modular construction of kindergarten/flex classroom projects at four school sites. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone continued active negotiation and planning, including the completion of at Draft Environmental Impact Report for public review. Measure D may also be used to fund additional projects as established in the Master Construct and Implementation Program as permitted by the Measure D bond project list.

## **McKinna Elementary School Reconstruction**

New facilities for the McKinna Elementary School Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school is to be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once complete, the older structures will be demolished and new play fields and remaining support facilities would be constructed in their place. The project is currently under review by the Division of the State Architect.







Reconstruction of McKinna School—Design Renderings by Dougherty

### **Rose Avenue School Reconstruction**

The Rose Avenue project consists of a complete reconstruction of the existing 50+ year old campus with entirely new K-5 facilities. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. All new facilities will be located in the south half of the site along La Puerta Avenue, where playfields currently exist. Upon completion, the north half of the site is to be demolished and replaced with new playgrounds, hard courts, and play fields. The project is currently in design and scheduled to be submitted to the Division of State Architect in April 2018.





Reconstruction of Rose Avenue School—Design Renderings by IBI Group

# **Design Progress**

### **New Seabridge K-5 School**

The New Seabridge K-5 School consists of a new 630 student elementary school north of Oxnard's Seabridge neighborhood, approved by the California Coastal Commission in March 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will cover a 6 acre District owned site and share an adjacent city owned 2.5 acre joint use park area with pathways, parking, and recreational facilities available to the public. The school's multipurpose room is proposed to be open for community use after school hours and the curriculum is proposed to focus on coastal environmental education given the school's location to the ocean. The project is currently in design and scheduled to be submitted to the Division of State Architect in February 2018.

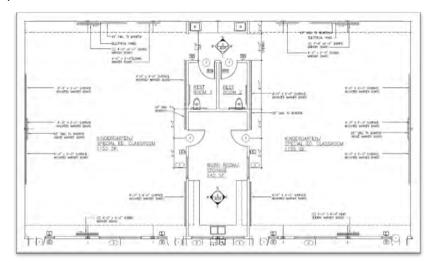




New Seabridge K-5 School—Design Renderings by Flewelling and Moody

## **New Kindergarten/Flex Classroom Facilities**

Four new modular kindergarten/flex classroom projects are planned at McAuliffe, Ritchen, Brekke, and Ramona Elementary Schools. Each project includes the construction of two modular Kindergarten/Flex classrooms along with support spaces. These rooms may support TK/Kindergarten needs as well as potential Special Education program uses. The projects are planned to be completed in time for occupancy for the 2018-19 school year.



Sample Floor Plan — New Kindergarten/Flex Classroom Building

### **Doris/Patterson New Construction**

The District has elected to proceed with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new K-5 and 6-8 middle school facility, plus the ability to accommodate a District administrative center. Efforts to complete compliance with the California Environmental Quality Act (CEQA) have continued, including the completion of a Draft Environmental Impact Report (EIR) for public review. The final EIR is anticipated to be completed in March 2018.

### **OSD BOARD AGENDA ITEM**

Name	of Contributor: Janet	Penanhoat	Date of Meeting:	4/18/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities		
D.	Action Items			
F.	<b>Board Policies</b>	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading _		
	: Hearing Re: Rejec nhoat/Fateh)	tion of Bids for RFQ/RFP #17-05 P	hase 2 LED Light	ting Retrofit

The District's energy consultant, Cumming Corporation, prepared energy audits and provided design recommendations for Proposition 39 Energy Conservation and Energy Efficiency projects. Government Code 4217 allows school districts to use design-build contract procurement for design and implementation of energy conservation and efficiency projects. On December 7, 2016, the Board authorized staff to release an RFQ/RFP for the selection of design-build contractors to design and implement work recommended by Cumming Corporation, as part of the State of California Proposition 39 Clean Energy Jobs Act program. RFQ/RFP #17-05 for Phase 2 LED Lighting Retrofit at three (3) school sites was released on or about February 14, 2018. Four contractors submitted responses to RFQ/RFP #17-05 on Monday, March 12, 2018. On March 12, 2018 the District also received proposals for design-build services for upgrade of HVAC systems at five (5) school sites. The total amount of lowest bids received for the HVAC upgrades as well as the LED Lighting Retrofit exceeds the balance of Proposition 39 funding available. In consultation with the Facilities Department, Cumming Corporation has identified the projects most critical to the District's school sites and it was determined that bids received for the LED Lighting Retrofit project be cancelled in order to proceed with the upgrade of HVAC systems at four (4) school sites.

### FISCAL IMPACT

N/A

### RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees reject all bids submitted for RFQ/RFP #17-05 for Phase 2 LED Lighting Retrofit services.

### ADDITIONAL MATERIAL

N/A

#### OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat			Date of Meeting: 4/18/18	}
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities		
D. F.	Action Items Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading _		

Public Hearing Re: Adoption of Resolution #17-33 and Approval of Agreement #17-294 with EMCOR Services Mesa Energy Systems Inc. for HVAC Design Build Services – Prop 39 Phase 2 (Penanhoat/Fateh)

The District's energy consultant, Cumming Corporation, prepared energy audits and provided design recommendations for Proposition 39 Energy Conservation and Energy Efficiency projects. Government Code 4217 allows school districts to use design-build contract procurement for design and implementation of energy conservation and efficiency projects. On December 7, 2016, the Board authorized staff to release an RFQ/RFP for the selection of design-build contractors to design and implement work recommended by Cumming Corporation, as part of the State of California Proposition 39 Clean Energy Jobs Act program. RFQ/RFP #17-04 for HVAC was released on or about February 14, 2018. Two design-build firms submitted responses to the RFQ/RFP on Monday, March 12, 2018. Through a predetermined best value selection process MESA ENERGY SYSTEMS. INC. DBA EMCOR SERVICES MESA ENERGY (EMCOR), who submitted the lowest bid, was selected as the most qualified and best value bidder to contract with the District. Cumming Corporation, in consultation with the Facilities Department, proceeded with an interview and negotiation process with EMCOR. During the negotiation the scope of work was modified to meet budget limits and the scope was reduced from five (5) school sites to four (4) school sites. The interview and negotiation process resulted in Cumming Corporation's recommendation for approval of a total contract amount of \$1,160,000.00 to EMCOR which includes a bid allowance of \$30,000.00 to address unforeseen conditions. The work includes upgrade of HVAC systems at four (4) school sites in order to increase energy efficiency in accordance with the Prop 39 guidelines.

#### FISCAL IMPACT

Not to exceed \$1,160,000.00 - Prop 39 Funds

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees adopt Resolution #17-33 and approve Agreement #17-294 with EMCOR Services Mesa Energy Systems Inc. to provide HVAC Design-Build Services at four (4) school sites in the amount not to exceed \$1,160,000.00.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #17-33 (3 Pages)

Agreement #17-294, EMCOR Services Mesa Energy Systems Inc. (2 Pages)

#### RESOLUTION #17-33

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO ENTER INTO AGREEMENT #17-294, ENERGY CONSERVATION SERVICES CONTRACT WITH MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY FOR DESIGN, INSTALLATION, AND COMMISSIONING OF HVAC DESIGN-BUILD SERVICES AT FOUR (4) SCHOOL SITES RFQ/RFP No. 17-04 (Government Code sections 4217.10, et seq.)

WHEREAS, Government Code section 4217.10, et seq., authorizes a public agency to enter into an energy service contract with respect to an energy conservation project on terms that the public agency's Governing Board determines that it is in the best interest of the public agency and if the Governing Board finds that the anticipated cost to the public agency for the energy conservation services measures will be less than the anticipated marginal cost to the district in the absence of those purchases; and

WHEREAS, the California Clean Energy Jobs Act was created with the approval of Proposition 39 in the November 2012 statewide general election; under the initiative, up to \$550 million annually for the next five (5) years is available to be appropriated by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation; and

WHEREAS, the District requested Proposition 39 funding by submitting an energy expenditure plan application to the California Energy Commission (CEC); and

WHEREAS, in response to the Request for Qualifications and Request for Proposals for Clean Energy Jobs Act Proposition 39 HVAC Design-Build Services at Five (5) School Sites RFQ/RFP No. 17-04, the District received a total of two (2) proposals that were due at 2:00 pm on March 12, 2018, a committee comprised of four (4) members reviewed, evaluated, and scored all proposals using the following components: Proposal Completeness 5%, Firm Information/Safety EMR/Financials 15%, Prior Relevant Experience 15%, Proposed Design 25%, and Price 40%; and

WHEREAS, based upon the Energy Analysis and presentation by District staff and its consultants, the cost to the District for MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY to provide and install the Energy Conservation Measures will be less than the anticipated marginal cost to the District for the sum of maintenance, thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Measures; and

WHEREAS, MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY has represented to the District certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11; and

WHEREAS, the District has determined that the District's payment to MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY is anticipated to be offset by below-market energy purchases or other benefits provided under the terms of an energy conservation services design, installation, and commissioning contract with MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY ("Contract") pursuant to Government Code section 4217.12(a)(2); and

WHEREAS, on April 18, 2018, pursuant to Government Code section 4217.10 *et. seq.*, the Board held a public hearing at a regularly scheduled Board meeting, with respect to the District entering into an energy service contract; and

WHEREAS, the district desires to enter into an energy service contract with MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY to provide, install, and maintain the Energy Conservation Measures pursuant to the terms and conditions of the Contract.

NOW, THEREFORE, the Governing Board of the Oxnard School District FINDS, DECLARES, RESOLVES and ORDERS as follows:

- 1. The district held a public hearing on April 18, 2018 at a regularly scheduled meeting of the Board for which notice was advertised on February 21, 2018.
- 2. The District was notified on July 25, 2016 that the CEC approved the District's 2015/16 Energy Expenditure Plan in the total amount of \$3,158,499.24 which will fund the energy service contract.
- 3. Pursuant to Government Code section 4217.12, the anticipated cost to the District for the energy conservation measures under the proposed energy service contract with MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of these measures.
- 4. The District's payment to MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY is anticipated to be offset by below-market energy purchases or other benefits provided under the Contract.
- 5. Based upon all available information, including but not limited to evaluations and analysis of EMCOR Services Mesa Energy Systems and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interest of the district to enter into an energy service contract with MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY.
- 6. The District's superintendent and designees are authorized to enter into Agreement #17-294, an energy service contract with MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY to take all steps and perform all actions necessary to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

This resolution shall take effect upon its adoption.

**ADOPTED, SIGNED and APPROVED** this 18th day of April, 2018.

	BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT:
	By President
	ATTEST:
	Clerk of the Board of Trustees
STATE OF CALIFORNIA ) )ss. COUNTY OF VENTURA )	
l, Resolution was duly adopted by t	, do hereby certify that the foregoing he Board of Trustees of the Oxnard School District at a regular meeting ril, 2018, and that it was so adopted by the following vote:
AYES: NOES: ABSENT: ABSTAIN:	
	By Clerk of the Board of Trustees of the
	Oxnard School District

#### SECTION 00310

#### **AGREEMENT #17-294**

**THIS AGREEMENT** is made this 18th day of April, 2018, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and EMCOR Services Mesa Energy Systems Inc., hereinafter called the "Contractor", with a principal place of business located at 2 Cromwell, Irvine, CA 92618.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

# RFQ/RFP #17-04 Phase II HVAC Design-Build Services at Four (4) School Sites

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

- 1.02 Contract Time. Final completion of the work shall be achieved within ONE HUNDRED TWELVE (112) CONSECUTIVE CALENDAR DAYS beginning Friday, April 20, 2018 and ending Friday, August 10, 2018. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.
- 1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Million One Hundred Sixty Thousand Dollars and No Cents (\$1,160,000.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.
- 1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve

Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05** The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids Certificate of Workers Compensation **Drug Free Workplace Certification** Instructions for Bidders Bid Proposal Fingerprinting Certificate **DVBE Participation Goal Subcontractors List** Non-Collusion Affidavit Guarantee Statement of Bidder's Qualifications **Project Forms General Conditions Bid Security Special Conditions** Agreement Labor and Material Payment Bond **Specifications** 

Drawings

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

D	TOT	$\mathbf{r}\mathbf{p}$		
IJ.	10	IKI	[CT	

Performance Bond

#### EMCOR SERVICES MESA ENERGY SYSTEMS INC.

OXNARD SCHOOL DISTRICT, a California School District	(Contractor's License Number)		
By: Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services	By:  Name:  Title:  (Corporate Seal)		

#### **END OF SECTION**

#### BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat		Date of Meeting: 4/18/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category:Agreement Category:AcademicEnrichmentSpecial EducationSupport ServicesPersonnelLegalFacilities	
SECTION D: ACTION SECTION F: BOARD POLICIES 1 <sup>ST</sup> Re	ading 2 <sup>nd</sup> Reading	
SECTION : BOARD   OLICIES   Ne	ading 2 Neading	

ADOPTION OF RESOLUTION #17-37 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620 (Penanhoat)

On January 24, 2018, the State Board of Allocation ("SAB") increased the maximum amounts of statutory school fees ("School Fee") per residential building square foot that may be levied for schools ("Level 1 Fees") from \$ 3.48 to \$3.79 per square foot for assessable space of residential development and from \$0.56 to \$0.61 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District, the School District can collect sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995.

To determine the extent to which a nexus can be established in the School District between residential and commercial/industrial development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amounts of Level 1 Fees that may be levied for schools, the District has previously retained the services of Dolinka Group, LLC (now known as Cooperative Strategies) to prepare the Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies"). Pursuant to the State law and based on information contained in the Studies, the District is fully justified in levying sixty-six percent (66%) of the maximum Level 1 Fee amounts, or \$2.50 per square foot for all new residential development and \$0.403 per square foot for all new commercial/industrial development, except for the hotel/motel category where it is justified in levying a School Fee of \$0.240 per square foot and the self-storage category where it is justified in levying a School Fee of \$0.019 per square foot. The Studies were available for public review from April 6, 2018 through April 18, 2018.

#### FISCAL IMPACT

Increase in the Level I fee to \$2.50 per square foot for all new residential development and up to \$0.403 per square foot for all new commercial/industrial development.

#### RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 17-37, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the

District's Level 1 Fees to become effective on June 18, 2018, 60 days after the adoption date at the public hearing.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #17-37 (9 pages)

Residential Development School Fee Justification Study (30 pages)

Commercial/Industrial Development School Fee Justification Study (34 pages)

#### **RESOLUTION NO. 17-37**

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("School District") provides for the educational needs for K-8 students within portions of the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$3.79 per square foot for assessable space of residential development and \$0.61 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Oxnard Union High School District have entered into an agreement whereby the School District is to receive sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has received and considered two studies entitled "Residential Development School Fee Justification Study for Oxnard School District" and "Commercial/Industrial Development School Fee Justification Study for Oxnard School District" ("Studies"), which Studies include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of the impact of the increased number of employees anticipated to result

from the commercial/industrial development (by category) upon the cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Studies pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the proposed Statutory School Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the proposed Statutory School Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

**Section 1.** That the Board accepts and adopts the Studies.

<u>Section 2.</u> That the Board finds that the purpose of the Statutory School Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the School District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the School District.

<u>Section 4.</u> That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential development within the School District because the Statutory School Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

<u>Section 5.</u> That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new residential development within the School District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

<u>Section 6.</u> That the Board finds that the amount of the Statutory School Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the School District.

**Section 7.** That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory School Fees are imposed.

<u>Section 8.</u> That the Board finds that the Statutory School Fees imposed on new commercial/ industrial development (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the School District.

<u>Section 9.</u> That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial development by category within the School District because the Statutory School Fees imposed on commercial/industrial development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new commercial/industrial development within the School District and the School District does not have sufficient student capacity in the existing School Facilities to accommodate these students.

<u>Section 11.</u> That the Board finds that the amount of the Statutory School Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the School District.

<u>Section 12.</u> That the Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the School District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the School District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the School District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees.

<u>Section 14.</u> That the Board hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- \$2.50 per square foot of assessable space for new single family detached residential development and \$2.50 for new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. \$0.403 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

**Section 15.** That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial development projects and levies the

Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	\$0.403
Office	\$0.403
Research and Development	\$0.403
Industrial/Warehouse/Manufacturing	\$0.403
Hospitals	\$0.403
Hotel/Motel	\$0.240
Self-Storage	\$0.019

<u>Section 16.</u> That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the Superintendent, or his designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the School District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, County and OSHPD that new residential and commercial/industrial development is subject to the Statutory School Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.

<u>Section 18.</u> That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory School Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory School Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory School Fees to be imposed or paying the commercial/industrial Statutory School Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written request the grounds for

- opposing the imposition of commercial/industrial Statutory School Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Superintendent, or his designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- D. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the Superintendent's, or his designee's, decision to the Board of the School District.
- E. The party appealing the Superintendent's, or his designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory School Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- F. The possible grounds for that appeal to the Board of the School District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Board of the School District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and

serve the decision by certified or registered mail to the last known address of the party.

H. The party appealing the imposition of the commercial/industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

<u>Section 19.</u> That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

<u>Section 20.</u> That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the School District on any residential or nonresidential development.

<u>Section 21.</u> That the School District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED, ADOPTED, AND SIGNED ON APRIL 18, 2018

BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT

By:

President of the Board of Trustees of the Oxnard School District

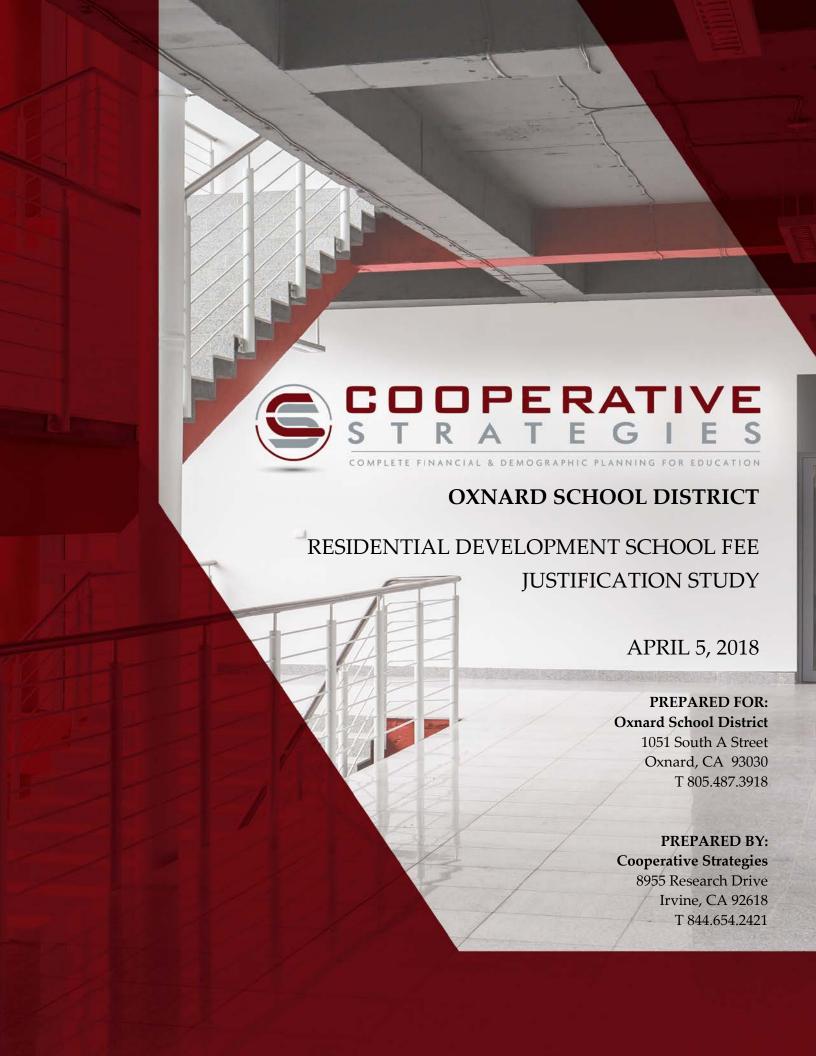
ATTEST:

By:

Clerk of the Board of Trustees of the Oxnard School District

STATE OF CALIFOR	RNIA )	
COUNTY OF VENT	URA )	SS.
was adopted by the	Board of Trustee	tify that the foregoing Resolution No. 17-37 s of the Oxnard School District at a meeting april, 2018, and that it was so adopted by the
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
		Clerk of the Board of Trustees of the

STATE OF CALIFORNIA	)
COUNTY OF VENTURA	) ss. )
copy of Resolution No. 17-37 which	certify that the foregoing is a true and correct was duly adopted by the Board of Trustees of eting thereof on the 18 <sup>th</sup> day of April, 2018.
	Clerk of the Board of Trustees of the Oxnard School District





# TOC

**EXHIBIT B:** 

**EXHIBIT C:** 

SEC	<u> FION</u>		PAGE		
EXE	CUTIV	VE SUMMARY	ES-1		
I.		RODUCTION			
II.		GISLATION			
	Α.	AB 2926			
	В.	AB 1600			
III.	ME'	THODOLOGY OF STUDY	4		
	A.	Overview of Methodology	4		
	B.	Residential Unit Projections			
	C.	Student Generation Factors			
	D.	School Facilities Cost Impacts	5		
	E.	Maximum School Fee Revenues			
	F.	Comparison of School Facilities Cost Impacts and Maximum			
		School Fee Revenues	5		
IV.	FAC	CILITIES CAPACITY AND STUDENT ENROLLMENT	7		
V.		IMPACT OF RESIDENTIAL DEVELOPMENT ON			
	SCI	HOOL FACILITIES NEEDS	8		
	A.	Projected Residential Development within the School District			
	B.	Reconstruction	8		
	C.	Student Generation Factors per Residential Unit			
	D.	School District Facilities Requirements			
	E.	School District Facilities Costs			
	F.	Total School Facilities Cost Impacts			
	G.	School Facilities Cost Impacts per Residential Unit			
	H.	School Facilities Cost Impacts per Square Foot	15		
	I.	Comparison of School Facilities Cost Impacts and School Fee			
		Revenues per Residential Square Foot	16		
	<u>IBITS</u> IBIT <i>A</i>				

Updated School Facilities Capacity Calculation

Updated School Facilities Cost Estimates

#### **EXECUTIVE SUMMARY**

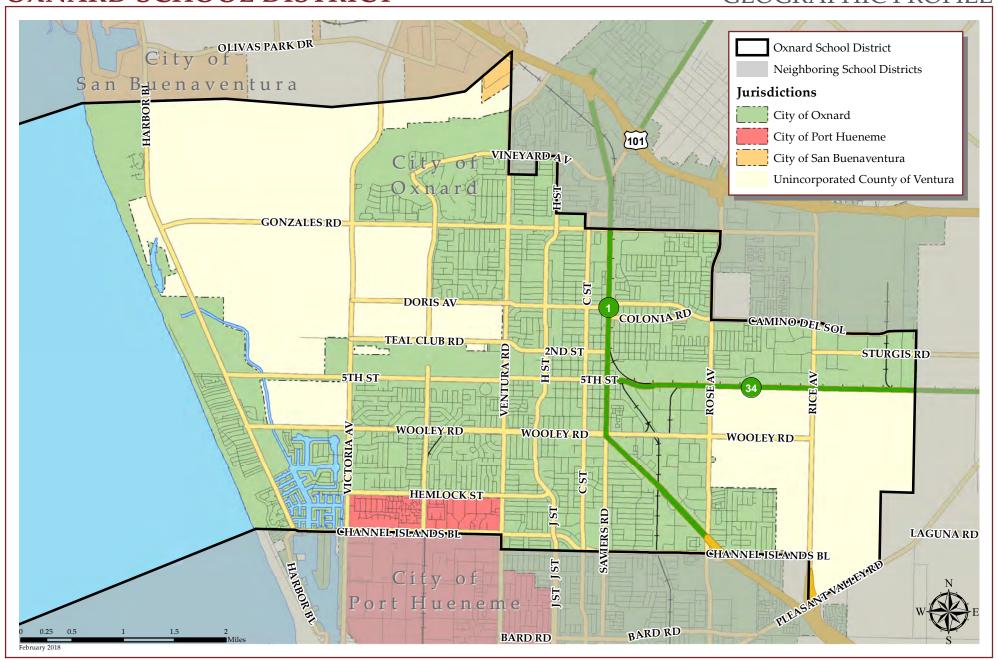
This Residential Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Oxnard School District ("School District") between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code.

The School District provides education to students in grades kindergarten through 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2017/2018 have a capacity of 17,030 students per Section 17071.10(a) of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level (i.e., grades kindergarten through 6) and 3,222 are at the intermediate school level (i.e., grades 7 and 8). These capacities include seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Based on data provided by the School District, student enrollment is 16,592 in school year 2017/2018. Comparing student enrollment to facilities capacity reveals that student enrollment exceeds facilities capacity at the intermediate school level while facilities capacity exceeds student enrollment at the elementary school level in school year 2017/2018 (please see Section IV for more information on student enrollment and facilities capacity).

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments ("SCAG") approximately 9,331 additional residential units could be constructed within the School District's boundaries through calendar year 2035 ("Future Units"). Of these 9,331 Future Units, 5,879 are expected to be single family detached ("SFD") and 3,452 are expected to be multi-family attached ("MFA") units.

### **OXNARD SCHOOL DISTRICT**

### **GEOGRAPHIC PROFILE**





To determine the impact on the School District from Future Units, the Study first multiplied the number of Future Units by the student generation factors ("SGFs") calculated by Cooperative Strategies, to determine the projected student enrollment from Future Units. The results were that 2,336 unhoused elementary school students and 1,527 unhoused intermediate school students are anticipated to be generated from Future Units. These numbers include a reduction of the number of students projected to be housed by existing excess seats ("Projected Unhoused Students").

To adequately house the Projected Unhoused Students, the School District will need to construct new elementary school and intermediate school facilities. Using design capacities of 750 students at the elementary school level and 1,200 students at the intermediate school level, the School District will need to construct four (4) new elementary schools and two (2) new intermediate schools to accommodate the Projected Unhoused Students from the Future Units projected to be constructed at this time. Based on school facility cost estimates prepared by Cooperative Strategies, an elementary school is projected to cost \$38,389,308 and an intermediate school is projected to cost \$113,849,623.

In addition to the school facilities cost impacts, the School District will experience Central Administrative and Support Facilities cost impacts. In January 1994, the State Allocation Board ("SAB") approved a policy of four (4) square feet of Central Administrative and Support Facilities per student, which based on School District cost estimates equates to a per-student cost of \$800. Multiplying these costs by the facilities needed and the students generated yielded the total school facilities cost impacts shown in Table ES-1.

Table ES-1
Total School Facilities Cost Impacts (2018\$)

		Facilities	<b>Total School</b>
	Cost per Facility	Required/Students	<b>Facilities Cost</b>
School Level	/Student	Generated	Impacts
Elementary School	\$38,389,308	3.1147	\$119,571,178
Intermediate School	\$113,849,623	1.2725	\$144,873,645
Central Admin. Impacts	\$800	3,863	\$3,090,400
Total	N/A	N/A	\$267,535,223

The amounts listed in Table ES-1 were first adjusted based on potential proceeds available to the School District to offset the school facilities cost impacts, and then apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 below lists the school facilities cost impacts per residential unit.

Table ES-2
School Facilities Cost Impacts per Residential Unit (2018\$)

	Total School		School Facilities
	Facilities Cost		Cost Impacts per
Land Use	Impacts	Future Units	Residential Unit
Single Family Detached	\$104,913,425	5,879	\$17,845
Multi-family Attached	\$55,439,989	3,452	\$16,060

To determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

Table ES-3 School Facilities Cost Impacts per Residential Square Foot (2018\$)

	• •	•	<b>School Facilities</b>
	School Facilities	Average	Cost Impacts per
	Cost Impacts per	Square	Residential
Land Use	Future Unit	Footage	<b>Square Foot</b>
Single Family Detached	\$17,845	2,750	\$6.49
Multi-family Attached	\$16,060	1,213	\$13.24

On January 24, 2018, the SAB increased the maximum residential School Fee authorized by Section 17620 of the Education Code from \$3.48 to \$3.79 per residential building square foot for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District ("OUHSD"), the School District can collect 66 percent, or \$2.50 per square foot, for all new Future Units built within its boundaries. Since the School District's share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the School District is fully justified in levying \$2.50 per square foot for all new residential development within its boundaries, which represents its portion of the maximum residential School Fee.

#### I. INTRODUCTION

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

- 1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
- 2. Reformation of the State School Building Program; and
- 3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion on November 8, 2016 the voters of the State approved Proposition 51 ("Prop 51"). Prop 51 includes the authorization for the issuance of State general obligation bonds in the amount of \$9 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to collect mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with a reformed School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees, and Alternative Fees are generally not imposed upon residential units that have existing agreements with a school district.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

#### II. LEGISLATION

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation are summarized below:

#### A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

- 1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
- 2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
- 3. School Fees for 1987 were limited to \$1.50 per square foot on new residential construction and \$0.25 per square foot for new commercial/industrial construction.
- 4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

#### B. AB 1600

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

- 1. Determine the purpose of the fee.
- 2. Identify the facilities to which the fee will be put.
- 3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
- 4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
- 5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District.*) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

#### III. METHODOLOGY OF STUDY

The School District is projecting an increase in student enrollment attributable to new residential development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. In particular, the School District has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, and the provisions of Section 66001 of the Government Code.

#### A. Overview of Methodology

In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

- 1. Housing projections (i.e., the projected number of residential units to be constructed within the School District);
- 2. Student generation (i.e., the number of students generated from a residential unit within the School District);
- 3. Facility requirements (i.e., the number of new school facilities required to house students generated from new residential units);
- 4. School facilities cost impacts (i.e., the costs to the School District associated with the construction of new school facilities); and
- 5. School Fee requirements (i.e., the School District's need to levy School Fees to cover the cost of new school facilities).

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs. These impacts are identified for two (2) residential land uses; SFD units and MFA units (e.g., condominiums, apartments, townhomes, duplexes, etc.). These "linkage impacts" include four (4) major types:

1. Residential Unit Projections

- 2. Student Generation Factors
- 3. School Facilities Cost Impacts
- 4. Maximum School Fee Revenues

#### **B.** Residential Unit Projections

The number of Future Units to be constructed within the boundaries of the School District was determined based on information provided by SCAG.

#### C. Student Generation Factors

SGFs by school level (e.g., elementary school and intermediate school) for each of the residential land use categories were calculated by Cooperative Strategies. Cooperative Strategies calculated SGFs for the School District through an analysis which consisted of cross-referencing the School District's actual enrollment data against residential data from the Office of the Assessor for the County ("County Assessor").

#### D. School Facilities Cost Impacts

School facilities cost impacts were calculated by determining the additional elementary school and intermediate school facilities needed to adequately house students generated from Future Units and the total cost for those school facilities. School facilities costs are based on estimates prepared by the School District and Cooperative Strategies and are attached and incorporated herein as Exhibit C.

#### E. Maximum School Fee Revenues

Maximum School Fee revenues for residential development were based on the current maximum residential School Fee authorized by the SAB (currently \$3.79 per square foot) under AB 2926. Based on the current fee sharing arrangement of the School District with OUHSD, the School District may collect up to 66 percent of the current maximum School Fee or \$2.50 per square foot of new residential construction.

## F. Comparison of School Facilities Cost Impacts and Maximum School Fee Revenues

If school facilities cost impacts per residential square foot are greater than maximum School Fee revenues, then the levy of the maximum residential School Fee is justified to cover as much of school facilities cost impacts per residential square foot as possible. Should school facilities cost impacts per residential square foot be less than maximum School Fee revenues, then only a School Fee equivalent to the school facilities cost impacts per residential square foot can be justified to cover facilities needs generated by future residential development. Under this latter circumstance, the School District would not be justified in imposing the maximum residential School Fee per square foot.

#### IV. FACILITIES CAPACITY AND STUDENT ENROLLMENT

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential development, school year 2017/2018 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2017/2018 have a capacity of 17,030 students per Section 17071.10(a) of the Education Code. This capacity includes seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Of these 17,030 existing seats, 13,808 are at the elementary school level and 3,222 are at the intermediate school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2017/2018 is 16,592 students. As shown in Table 1 below, the School District's student enrollment exceeds facilities capacity at the elementary school level while the facilities capacity exceeds student enrollment at the intermediate school level in school year 2017/2018.

Table 1
Existing School Facilities Capacity and Student Enrollment

C 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2017/2018 Facilities	2017/2018 Student	Excess/ (Shortage)
School Level <sup>[1]</sup>	Capacity <sup>[2]</sup>	Enrollment <sup>[3]</sup>	Capacity
Elementary School (Grades K-6)	13,808	12,993	815
Intermediate School (Grades 7-8)	3,222	3,599	(377)
Total	17,030	16,592	438

<sup>[1]</sup> The School District operates elementary schools which serve grades K-5 and intermediate school that serve grades 6-8. To compare capacity and enrollment consistent with SAB Form 50-02, the School District's school level configuration has been altered in this section.

As indicated in Table 1, 815 elementary school seats are available to house students generated from Future Units.

<sup>[2]</sup> SAB Form 50-02 (Exhibit A) plus additional State funded capacity and teaching stations purchased by the School District (Exhibit B).

<sup>[3] 2017/2018</sup> student enrollment provided by the School District.

### V. IMPACT OF RESIDENTIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee on residential property to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

#### A. Projected Residential Development within the School District

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by SCAG, Cooperative Strategies has estimated that the School District could experience the construction of approximately 9,331 Future Units through calendar year 2035. Of these 9,331 Future Units, 5,879 are expected to be SFD units and 3,452 are expected to be MFA units. Table 2 distinguishes Future Units by land use.

Table 2 Future Units

	Total	
Land Use	Future Units	
Single Family Detached	5,879	
Multi-family Attached	3,452	
Total Units	9,331	

#### B. Reconstruction

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

#### **B1.** Residential Reconstruction

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects(s) to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGFs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

### B2. Reconstruction of Commercial/Industrial Construction into Residential Construction

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Cooperative Strategies is aware that such types of Reconstruction may occur within the School District in the future, however, Cooperative Strategies was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

#### C. Student Generation Factors per Residential Unit

In order to analyze the impact on the School District's student enrollment from Future Units, Cooperative Strategies calculated SGFs for SFD and MFA units. The process of determining SGFs involved cross-referencing the School District's enrollment data against the County Assessor residential data.

Sorting and extracting the County Assessor records by land use, Cooperative Strategies developed a database of 21,348 SFD units. This database was then compared with the School District's student enrollment database to identify address matches. Upon comparison of the two (2) databases, 9,975 student matches were found, resulting in the SGFs shown in Table 3.

Table 3
Student Generation Factors for Single Family Detached Units

		Single Family	Student
	Students	Detached	Generation
School Level	Matched	Units	Factors
Elementary School (Grades K-6)	6,701	21,348	0.3139
Intermediate School (Grades 7-8)	3,274	21,348	0.1534
Total	9,975	N/A	0.4673

A procedure identical to the one used in calculating the SGFs for SFD units was used to determine SGFs for MFA units. A total of 4,811 students matched to the MFA database which consisted of 11,391 units. The resulting SGFs for MFA units are shown in Table 4 below.

Table 4
Student Generation Factors for Multi-family Attached Units

		Multi-family Stude	
	Students	Attached	Generation
School Level	Matched	Units	Factors
Elementary School (Grades K-6)	3,246	11,391	0.2850
Intermediate School (Grades 7-8)	1,565	11,391	0.1374
Total	4,811	N/A	0.4224

However, due to incomplete and incorrect address information in both the student enrollment and residential databases, Cooperative Strategies was unable to match all of the School District's students. The results are SGFs that understate the number of students generated by SFD and MFA units. After accounting for incoming interdistrict students that reside outside of the School District's boundaries, there were 1,691 unmatched students. Therefore, Cooperative Strategies adjusted the SGFs listed in Tables 3 and 4 based on a rate which considers the number of students successfully matched to a school level and land use. The adjusted SGFs for each land use by school level are shown in Table 5.

Table 5
Adjusted Student Generation Factors

School Level	Single Family Detached Units	Multi-family Attached Units
Elementary School	0.3495	0.3174
Intermediate School	0.1702	0.1525
Total	0.5197	0.4699

#### D. School District Facilities Requirements

By multiplying the Future Units as listed in Table 2 by the SGFs identified in Table 5, the Study determined the projected number of new students to be generated from Future Units. The Projected Student Enrollment by school level is shown in Table 6.

Table 6
Projected Student Enrollment from Future Units

,	Projected Student	Projected Student	Projected Student
	Enrollment from	Enrollment from	Enrollment from
School Level	Future SFD Units	<b>Future MFA Units</b>	Future Units
Elementary School	2,055	1,096	3,151
Intermediate School	1,001	526	1,527
Total	3,056	1,622	4,678

As indicated in Section IV, 815 surplus elementary school seats are available to accommodate the Projected Student Enrollment. Therefore, the Projected Unhoused Students are less than the Projected Student Enrollment at the elementary school level. Table 7 shows Projected Unhoused Students for the School District.

Table 7
Projected Unhoused Students from Future Units

	Projected		Projected
	Students from		Unhoused
School Level	Future Units	Surplus Seats	Students
Elementary School	3,151	815	2,336
Intermediate School	1,527	0	1,527
Total	4,678	815	3,863

To determine the number of elementary school and intermediate school facilities necessary to adequately house the Projected Unhoused Students, Cooperative Strategies divided the Projected Unhoused Students by the estimated school facilities capacity at each school level, as provided by the School District. The additional school facilities requirements are identified in Table 8.

Table 8
Additional School Facilities for Projected Unhoused Students

	Projected Unhoused		
School Level	Students	Capacity	Needed
Elementary School	2,336	750	3.1147
Intermediate School	1,527	1,200	1.2725

#### E. School District Facilities Costs

School facilities cost estimates at the elementary school and intermediate school levels were prepared by Cooperative Strategies. The school facilities costs represent the full cost of site acquisition, site development, construction, furniture and equipment, as well as technology. It must be noted that the facilities costs are in 2018 dollars and do not include interest costs associated with debt incurred to finance the construction of facilities. The estimated site acquisition and facility construction costs by school level are shown in Table 9 while the costs for each component of the school facilities construction are listed in Exhibit C.

Table 9
Estimated School Facilities Costs (2018\$)

		Facility	
	Site Acquisition	Construction	<b>Estimated Total</b>
School Level	Costs	Costs	Cost per Facility
Elementary School	\$9,390,004	\$28,999,304	\$38,389,308
Intermediate School	\$22,495,010	\$91,354,613	\$113,849,623

The costs in Table 9 do not include costs associated with Central Administrative and Support Facilities. As indicated in Table 7, Future Units will cause the enrollment of the School District to increase by approximately 3,863 students. In accordance with the Provisions of Chapter 341, Statutes of 1992, SB 1612, the SAB adopted a report on January 26, 1994, requiring approximately four (4) square feet of central administrative and support facilities for every student. Based on this report and the estimated cost per square foot to construct and furnish these types of facilities, the Study incorporates a Central Administrative and Support Facilities cost impact of \$800 per student.

# F. Total School Facilities Cost Impacts

To determine the total school facilities cost impacts caused by Future Units, Cooperative Strategies (i) multiplied the school facilities costs (Table 9) by the additional school facilities needed (Table 8) and (ii) multiplied the central administrative and support facilities costs per student (above paragraph) by the Projected Unhoused Students (Table 7). Table 10 illustrates the total school facilities cost impacts from future residential development.

Table 10
Total School Facilities Cost Impacts from Future Units (2018\$)

		Facilities	Total School
	Cost per Facility	Required/Students	<b>Facilities Cost</b>
Item	/Student	Generated	Impacts
Elementary School	\$38,389,308	3.1147	\$119,571,178
Intermediate School	\$113,849,623	1.2725	\$144,873,645
Central Admin. Impacts	\$800	3,863	\$3,090,400
Total	N/A	N/A	\$267,535,223

On November 8, 2016 the voters of the School District approved Measure D which authorized the issuance of up to \$142,500,000, of which \$107,181,809 has been earmarked for the construction of new school facilities. Due to this fact, \$107,181,809 has been credited to the total school facilities cost impacts shown in Table 10. Table 11 shows the net school facilities cost impacts by grade level.

Table 11
Net School Facilities Cost Impacts from Future Units (2018\$)

	Total School		Net School
	<b>Facilities Cost</b>	Available GO	<b>Facilities Cost</b>
Item	Impacts	Bond Proceeds	Impacts
Elementary School	\$119,571,178	\$64,309,085	\$55,262,093
Intermediate School	\$144,873,645	\$42,872,724	\$102,000,921
Central Admin. Impacts	\$3,090,400	\$0	\$3,090,400
Total	\$267,535,223	\$107,181,809	\$160,353,414

# G. School Facilities Cost Impacts per Residential Unit

To determine the total school facilities cost impacts per future residential unit, the net school facilities cost impacts listed above need to first be apportioned by land use based on the number of elementary school and intermediate school students to be generated from such land use. Table 12 shows total school facilities cost impacts by land use.

Table 12
Total School Facilities Cost Impacts by Land Use (2018\$)

			<b>Total School</b>
	Single Family	Multi-family	<b>Facilities Cost</b>
School Level	Detached Units	Attached Units	Impacts
Elementary School	\$37,247,581	\$19,883,312	\$57,130,893
Intermediate School	\$67,665,844	\$35,556,677	\$103,222,521
Total	\$104,913,425	\$55,439,989	\$160,353,414

Total school facilities cost impacts for each land use were then divided by the number of Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 13.

Table 13 School Facilities Cost Impacts per Future Unit (2018\$)

	Total School		<b>School Facilities</b>
	<b>Facilities Cost</b>		Cost Impacts per
Land Use	Impacts	Future Units	Residential Unit
Single Family Detached	\$104,913,425	5,879	\$17,845
Multi-family Attached	\$55,439,989	3,452	\$16,060

# H. School Facilities Cost Impacts per Square Foot

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 13 were divided by the average square footage of such type of residential unit. Using square footage information for recently constructed units obtained from the County Assessor, Cooperative Strategies estimates that the average square footage of an SFD unit in the School District is projected to be 2,750 square feet while the average square footage of an MFA unit is projected to be 1,213 square feet. Table 14 shows the school facilities cost impacts per square foot of residential construction in the School District.

Table 14 School Facilities Cost Impacts per Residential Square Foot (2018\$)

	School Facilities	_	School Facilities
	Cost Impacts per	Average Square	Cost Impacts per
Land Use	Residential Unit	Footage	<b>Square Foot</b>
Single Family Detached	\$17,845	2,750	\$6.49
Multi-family Attached	\$16,060	1,213	\$13.24

# I. Comparison of School Facilities Cost Impacts and School Fee Revenues per Residential Square Foot

On January 24, 2018, the SAB increased the maximum residential School Fee authorized by Section 17620 of the Education Code from \$3.48 to \$3.79 per residential building square foot for unified school districts. Based on the School District's fee sharing agreement with OUHSD, the School District can collect 66 percent, or \$2.50 per square foot, for all new Future Units built within its boundaries. Since the School District's share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the School District is fully justified in levying \$2.50 per square foot for all new residential development within its boundaries, which represents its portion of the maximum residential School Fee.

S:\Clients\Oxnard SD\Demographics\Fee Studies\SY1718\Reports\Final\FSRes\_Oxnard\_1718\_Fn.docx

EVHIDIT A
EXHIBIT A
Current SAB Form 50-02

#### STATE OF PALIFORNIA EXISTING SCHOOL BUILDING CAPACITY

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001) S0400 DBTRICT	FIVE DIGHT DISTRICT CODE NUMBER (SEE FAMOURD PLONE SCHOOL DIRECTLY)
OXNARD ELEMENTARY	72538 MICH SCHOOL ATTENDANCE APEA IN ARMICONA)
COUNTY	MEN 201005 VI I SURVINOS DI PRI IN MINISTERI
VENTURA	

PART 1 - Classroom inventory   NEW   ADJUSTED	K-6	7·B	9-12 E	Solute:	Sevene	Join
Line 1. Leased State Relocatable Classrooms	88	177		3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years	7					
Line 6. Portable Classrooms awned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

a Part I, line 4	Ke Creation and the Control of the C					
b. Part I, line 5						
c. Part I, line 6	47	12	8		67	
d. Part I. line 7	272	103	10	10	395	
e. Total (a, b, c, & d)	319	115	18	10	452	

	Ke Zam and Zam					
a. Part I. line 8	407	115		21	10	553
b. Part I. lines 1,2,5 and 6 (total only)	3. 9. July	9.00	J-LOTER TO			158
c. 25 percent of Part I, line 7 (lotal only)	14.4	43.5.1		2 E E E		99
d. Subtract c from b (enter 0 if negative)	51	4		4		. 59
e. Total (a minus d)	358	111		17	10	494

#### PART III - Determination of Existing School Building Capacity

	A CONTRACTOR OF THE PARTY OF TH			
Line 1. Classroom capacity	7,975	3,105	234	-50.
Line 2. SER adjustment				
Line 3. Operational Grants	2,187			
Line 4. Greater of line 2 or 3	2,187		/11 F_1	
Line 5. Total of lines 1 and 4	10,182	3,105	234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that: I am designated as an authorized district representative by the governing board of the district; and, This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

MATURE OF DISTRICT REPRESENTATIVE

2/21/01

	<u>EXHIB</u>	IT B	
τ	Jpdated School Facilities	s Capacity Calculation	

# **Oxnard School District**

# **School Facilities Capacity Calculation**

		Elementary	Middle
Application	Item	School	School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
<b>Total Capacity</b>	N/A	13,808	3,222

	*******	,	
	EXHIBIT C	· <u>·</u>	
1	Updated School Facilities	Cost Estimates	
	· · · · · · · · · · · · · · · · · · ·		

#### **Oxnard School District**

Summary of Estimated Costs Elementary School March 2018

A. Site		\$9,390,004

Purchase Price of Property \$9,350,004

Acres <sup>[1]</sup>: 12 Cost/Acre: \$779,167

 EIR
 \$20,000

 Appraisals
 \$10,000

 Surveys
 \$5,000

 Escrow/Title
 \$5,000

[1] Assumes Net Usable Acres

B. Plans \$1,584,563

Architect's Fee \$1,419,375
Preliminary Tests \$20,000
DSA/SDE Plan Check \$125,188
Energy Fee Analysis \$15,000
Other \$5,000

C. Construction \$24,637,500

(Includes Construction, Site Development, General Site Development, and Technology)

Square Feet / Student 75 Cost / Square Feet \$438

D. Tests \$50,000

E. Inspection \$144,000

(\$12,000 per month for 12 months)

F. Furniture and Equipment \$466,875

(\$5 per Square Foot, includes Cost Index Adjustment of 66%)

G. Contingency \$546,094

(\$2000 + 1.5% of items A-F)

H. Items Not Funded by the State \$1,570,272

Technology (5% of Construction) \$1,231,875 Library Books (8 books/student @ \$15) \$90,000 Landscaping (\$0.44/sq. ft x 12 acres) \$229,997 Landscape Architect Fees (8% of Landscaping) \$18,400

I. Total Estimated Cost \$38,389,308

Summary	
School Facilities Capacity - Traditional Calendar	750
School Facilities Cost per Student - Traditional Calendar	\$51,186

#### **Oxnard School District**

# Summary of Estimated Costs Middle School March 2018

A. Site					\$22,495,010
	Purchase Price of Proper	rty		\$22,440,010	
		Acres [1]:	28.8		
		Cost/Acre:	\$779,167		
	EIR			\$25,000	
	Appraisals			\$12,000	
	Surveys			\$8,000	
	Escrow/Title			\$10,000	
	[1] Assumes Net Usable Acres				
B. Plans					\$4,596,600
	Architect's Fee			\$4,123,500	. , ,
	Preliminary Tests			\$45,000	
	DSA/SDE Plan Check			\$395,600	
	Energy Fee Analysis			\$25,000	
	Other			\$7,500	
C. Construction					\$78,720,000
	(Includes Construction,	Site Development, G	Seneral Site Developm	nent, and Techno	
	Square Feet / Student	1 ,	100	,	0,7
	Cost / Square Feet		\$656		
D. Tests					\$180,000
D. 16313					Ψ100,000
E. Inspection					\$324,000
	(\$12,000 per month for 1	8 months x 1.5 inspe	ectors)		

F. Furniture and Equipment

\$1,195,200

(\$6 per Square Foot, includes Cost Index Adjustment of 66%)

G. Contingency

\$1,614,662

(\$2000 + 1.5% of items A-F)

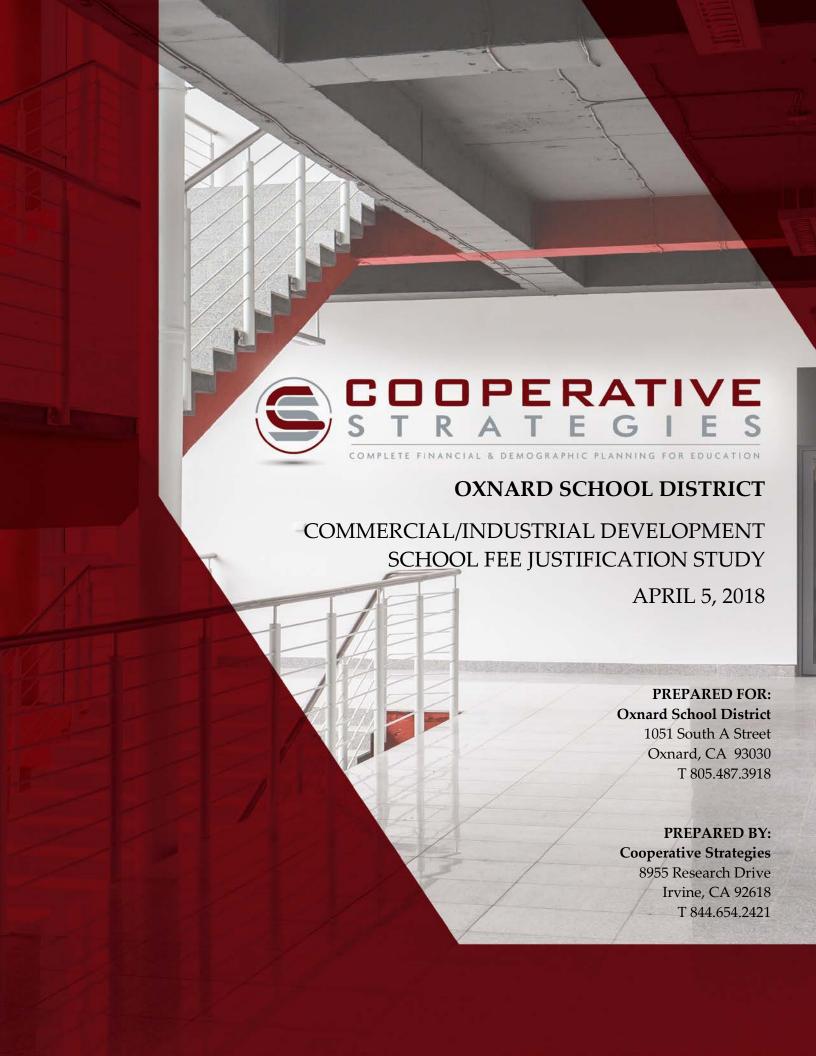
H. Items Not Funded by the State

\$4,724,151

Technology (5% of Construction)	\$3,936,000
Library Books (8 books/student @ \$20)	\$192,000
Landscaping (\$0.44/sq. ft. x 28.8 acres)	\$551,992
Landscape Architect Fees (8% of Landscaping)	\$44,159

I. Total Estimated Cost \$113,849,623

Summary	
School Facilities Capacity - Traditional Calendar	1,200
School Facilities Cost per Student - Traditional Calendar	\$94,875





# TOC

SEC	TION	Specific Date and Specific appropriate and second s	<b>PAGE</b>
EXE	CUTIV	/E SUMMARY	ES-1
I.	INT	RODUCTION	1
II.	LEG	SISLATION	2
	A.	AB 2926	2
	В.	AB 1600	3
	C.	AB 181	4
III.	ОВЈ	ECTIVE AND METHODOLOGY OF STUDY	5
	A.	Overview of Methodology	5
	B.	CID Land Use Categories	
KAN Z	C.	Linkage Impacts	9
IV.	FAC	CILITIES CAPACITY AND COST ESTIMATES	13
	A.	School Facilities Capacity	13
	B.	School Facilities Costs per Student	14
V.	NEV	W RESIDENTIAL HOUSING OPPORTUNITIES WITHIN T	HE.
	SCH	HOOL DISTRICT	15
VI.	FIN	DINGS OF COMMERCIAL/INDUSTRIAL IMPACT ANAL	YSIS- 16
	A.	Employment Impacts	16
	В.	Household Impacts	17
	C.	Student Generation Impacts	20
	D.	Gross School Facilities Cost Impacts	24
	E.	Fee Revenues	24
	F.	Justification of Commercial/Industrial School Fees	26

#### **EXECUTIVE SUMMARY**

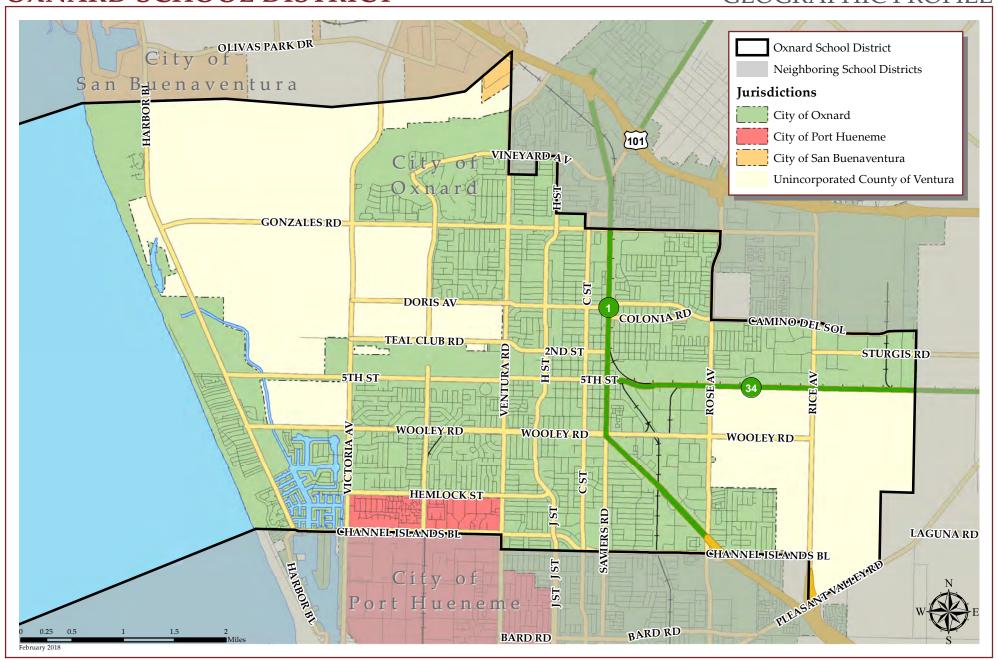
This Commercial/Industrial Development School Fee Justification Study ("Study") analyzes the extent to which a nexus can be established in the Oxnard School District ("School District") between categories of commercial/industrial development ("CID") and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per square foot that may be levied for schools pursuant to the provisions of Assembly Bill ("AB") 181, Section 66001 of the Government Code, and subdivision (e) of Section 17621 of the Education Code.

The School District provides education to students in grades kindergarten through 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2017/2018 have a capacity of 17,030 students per section 17071.10(a) of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level (i.e., grades kindergarten through 6) and 3,222 are at the intermediate school level (i.e., grades 7 and 8). These capacities include seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding. Based on data provided by the School District, student enrollment is 16,592 in school year 2017/2018. Comparing student enrollment to facilities capacity reveals that student enrollment exceeds facilities capacity at the intermediate school level while facilities capacity exceeds student enrollment at the elementary school level in school year 2017/2018.

New residential housing opportunities within the School District were also evaluated to confirm the availability of new homes for those who may relocate into the School District due to employment opportunities generated by new CID. Projections of the number of future residential units to be built within the School District's boundaries are based on information provided by the Southern California Association of Governments ("SCAG"). Based on this information, approximately 9,331 new residential units could be developed within the School District through calendar year 2035 ("Future Units"). Of these 9,331 Future Units, 5,879 are expected to be single family detached ("SFD") units while 3,452 are expected to be multi-family attached ("MFA") units. These units thereby provide room for new employees without the displacement of existing residents.

# **OXNARD SCHOOL DISTRICT**

# **GEOGRAPHIC PROFILE**





To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides CID into seven (7) land use categories: retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, hotel/motel, and self-storage. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-1.

Table ES-1 Employment Impacts per 1,000 Square Feet CID

CID Land Use Category	Employees per 1,000 Square Feet
Retail and Services	2.2371
Office	3.4965
Research and Development	3.0395
Industrial/Warehouse/Manufacturing	2.6954
Hospital	2.7778
Hotel/Motel	1.1325
Self-Storage	0.0643

Additional data from SCAG, the U.S. Bureau of Census ("Census"), and CoreLogic provide a basis for estimating net school district household impacts (i.e., the number of households which locate within the School District per 1,000 square feet of CID floor space) for each category. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, resulting from each of the seven (7) CID categories within the School District, expressed in 2018 dollars. These results are summarized in Table ES-2.

Table ES-2 Gross School Facilities Cost Impacts per 1,000 Square Feet of CID (2018\$)

CID Land Use Category	Elementary School Impacts	Intermediate School Impacts	Gross School Facilities Cost Impacts <sup>[1]</sup>
Retail and Services	\$268	\$548	\$816
Office	\$419	\$858	\$1,277
Research and Development	\$364	\$744	\$1,108
Industrial/Warehouse/Manufacturing	\$325	\$662	\$987
Hospital	\$332	\$676	\$1,008
Hotel/Motel	\$136	\$277	\$413
Self-Storage	\$9	\$20	\$29

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on the proposed Alternative No. 2 Fee of \$4.06 per square foot, justified in the School District's School Facilities Needs Analysis ("Analysis"), dated March 15, 2018.

The residential revenues per household are then multiplied by the number of net school district households per 1,000 square feet of CID and the product is subtracted from the gross school facilities cost impacts listed above. This results in net school facilities cost impacts by CID category. This impact is summarized in Table ES-3.

Table ES-3
Net School Facilities Cost Impacts per 1,000 Square Feet of CID (2018\$)

	Gross School	Residential	Net School Facilities Cost
CID Land Use Category	Facilities Cost Impacts	Revenues	Impacts
Retail and Services	\$816	\$341	\$475
Office	\$1,277	\$533	\$744
Research and Development	\$1,108	\$463	\$645
Industrial/Warehouse/Manufacturing	\$987	\$411	\$576
Hospital	\$1,008	\$423	\$585
Hotel/Motel	\$413	\$173	\$240
Self-Storage	\$29	\$10	\$19

On January 24, 2018, the State Allocation Board ("SAB") increased the maximum CID School Fee authorized by Section 17620 of the Education Code from \$0.56 to \$0.61 per square foot for unified school districts. Pursuant to the School District's revenue sharing agreement with Oxnard Union High School District ("OUHSD"), the maximum the School District can receive from new CID is approximately 66 percent of the School Fees, or \$0.403 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the School District's portion of the maximum commercial/industrial School Fee revenues per 1,000 square feet. As net school facilities cost impacts for all CID categories are higher than the School District's portion of the maximum CID School Fee revenues, the levy of the maximum CID School Fee of \$0.403 per square foot, or \$403 per 1,000 square feet, for all CID land use categories is justified, except for the hotel/motel category where it is justified in levying a School Fee of \$0.24 per square foot, or \$240 per 1,000 square feet of CID, and the self-storage category where it is justified in levying a School Fee of \$0.019 per square foot, or \$19 per 1,000 square feet of CID.

#### I. INTRODUCTION

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

- 1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
- 2. Reformation of the State School Building Program; and
- 3. Reformation of the School Fee/mitigation payment collection procedure.

Additionally, AB 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004 the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally, AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion. On November 8, 2016 the voters of the State approved Proposition 51 ("Prop 51"). Prop 51 includes the authorization for the issuance of State general obligation bonds in the amount of \$9 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to collect mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with a reformed School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect alternative school facility fees ("Alternative Fees") on residential developments. However, not all school districts will qualify to charge Alternative Fees, and Alternative Fees cannot be imposed upon residential units that have existing agreements with a school district.

Therefore, school districts must still rely on School Fees as collected from CID to cover funding shortfalls created by residential development, as well as to cover impacts created by inter-district transfer students. However, before a school district can levy School Fees on new development, State law requires that certain "nexus" findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

#### II. LEGISLATION

State legislation, specifically AB 2926, AB 1600, and AB 181, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities, especially with regard to CID. In order to determine the appropriate School Fees for CID, the Study follows the same nexus requirements as outlined by the ABs listed above. Relevant provisions of this legislation are summarized below:

#### A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential development and CID in order to pay for school facilities required by such development. In addition, AB 2926 provides for the following:

- 1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
- 2. School Fees for CID must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development".
- 3. School Fees for 1987 were limited to \$1.50 per square foot on new residential construction and \$0.25 per square foot for new commercial/industrial construction.
- 4. Every year, School Fees shall be subject to annual increases based on the statewide cost index for Class B construction, as determined by the SAB at its January meeting.

The provisions of AB 2926 have since been expanded and revised by AB 1600 and AB 181.

#### B. AB 1600

AB 1600, which created Sections 66000 *et seq.* of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project.

- 1. Determine the purpose of the fee.
- 2. Identify the facilities to which the fee will be applied.
- 3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
- 4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
- 5. Provide an annual accounting of all utilization of fee revenues, and provide further finding each year that the relationship stated in the previous paragraph still exists if any portion of the fee remains unexpended, whether committed or uncommitted, in the School District's accounts five (5) or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the revenues to be generated by School Fees and (ii) there is a nexus or reasonable causal relationship between the need for School Fee revenues and the type of development project on which the School Fees are imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

#### C. AB 181

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 *et seq.* of the Government Code which was recodified as Sections 17620 *et seq.* of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

- 1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
- 2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID, and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district." Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.
- 3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.
- 4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.

#### III. OBJECTIVE AND METHODOLOGY OF STUDY

The School District is projecting an increase in student enrollment attributable to new residential development in future years. This projected growth will create a demand for new school facilities within the School District and the need to incur significant facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on development projects that have an impact on the School District. In particular, the School District has determined that School Fees must be levied on new commercial/industrial projects if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. The objective of the Study is to provide a basis for such findings pursuant to the requirements of AB 181, the provisions of Section 66001 of the Government Code, and subdivision (e) of Section 17621 of the Education Code.

# A. Overview of Methodology

In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

- 1. Job creation (i.e., new CID within the School District creates new jobs);
- 2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
- 3. Student generation (i.e., household formation within the School District generates new students);
- 4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
- 5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

- 1. Employment Impacts
- 2. Household Impacts
- 3. Student Generation Impacts
- 4. School Facilities Cost Impacts
- 5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

# B. CID Land Use Categories

Linkage impacts are analyzed for the following CID land use categories:

- 1. Retail and Services
- Office
- 3. Research and Development
- 4. Industrial/Warehouse/Manufacturing
- 5. Hospital
- 6. Hotel/Motel
- 7. Self-Storage

#### **Retail and Services**

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

#### Office

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged inhouse medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

#### Research and Development

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

# Industrial/Warehouse/Manufacturing

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

# Hospital

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

#### Hotel/Motel

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days. It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

# Self-Storage

This category includes buildings in which a storage unit or vault is rented for the storage of goods and/or personal materials. This category may also include office areas associated with storage.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to six (6) of the seven (7) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

# C. Linkage Impacts

Linkage impacts are estimated for "prototypical units" of 1,000 square feet of new commercial or industrial floor space. Separate impact estimates are made for each of the CID categories shown above, based primarily on differences in employment generation among these commercial/industrial uses.

As noted above, major linkage impacts include employment impacts, household formation impacts, student generation impacts, school facilities cost impacts, and residential revenues. The nature and components of these impacts are summarized below, along with the key assumptions and data sources used in their estimation.

# **C.1** Employment Impacts

Employment impacts for each land use category are represented by the estimated number of employees generated per 1,000 square feet of CID floor space. These impacts include potential on-site employees only.

#### **Assumptions and Data Sources**

Employment impact estimates are based on employment generation factors which indicate occupied building square footage per employee. Pursuant to Section 17621(e)(1)(B) of the Education Code, employment generation factors were derived from the report entitled "San Diego Traffic Generators" prepared by SANDAG.

#### C.2 Household Impacts

Household impacts are represented by the estimated number of households associated with each category of employment impacts per 1,000 square feet of CID floor space. Household impacts include the following components.

- Total household impacts (i.e., the estimated number of households established by on-site employees, wherever these households may be located, per 1,000 square feet of CID floor space);
- School district household impacts (i.e., the estimated number of total households that will be located within the School District per 1,000 square feet of CID floor space); and

• Net school district household impacts (i.e., the estimated number of school district households that will occupy new housing within the School District per 1,000 square feet of CID floor space).

Please note that net school district household impacts are a component of school district household impacts, which are in turn a component of total household impacts. Also note that only net school district households are assumed to generate potential new students, thereby increasing school facilities costs for the School District. This is the case because only net school district households reside in new housing units--which may create a net demand for new school facilities and generate potential fee revenues--compared to existing housing units, whose previous occupants may have already had school-age children and which generate no potential fee revenues.

# **Assumptions and Data Sources**

Total household impact estimates are based on the average number of employed persons per household calculated from data provided by the Census.

School district household impact estimates are based on the propensity of employed persons to live and work within the School District. Information gathered by the Census and SCAG was used in this calculation.

Net school district household impacts are based on the propensity to occupy new housing units (i.e., the ratio of new home sales to total home sales in the School District's region). This ratio is estimated based on home sales data provided by CoreLogic.

#### C.3 Student Generation Impacts

Student generation impacts are calculated based on the estimated number of the School District's students associated with each category of net school district household impacts per 1,000 square feet of CID floor space. Separate student generation impacts are estimated for each school level (i.e., elementary school and intermediate school).

Inter-district transfer impacts are also calculated based on current employment within the School District and the current number of interdistrict transfer students.

#### **Assumptions and Data Sources**

Student generation impacts are based on estimates of students per residential unit calculated by Cooperative Strategies. Student generation factors ("SGFs") are discussed in greater detail in Section VI. Inter-district data was provided by the School District while employment estimates are based on data provided by the Census.

# **C.4** School Facilities Costs Impacts

School facilities cost impacts are represented by the estimated gross school facilities cost impacts associated with each category of CID. Impacts are estimated for school facilities at each school level. These facilities cost impacts are based on site acquisition costs and facility construction costs at the elementary school and intermediate school levels.

#### **Assumptions and Data Sources**

School facilities cost impacts were calculated by multiplying the additional school facilities needed to adequately house students generated from Future Units by estimated school facilities costs. School facilities costs are based on estimates prepared by the School District and Cooperative Strategies. For more information on school facilities costs, see the Residential Development School Fee Justification Study ("Residential Study") dated April 5, 2018.

#### C.5 Fee Revenues

Fee revenues for each land use category include the following components:

- Residential revenues associated with CID (i.e., residential revenues associated with each category of net school district household impacts per 1,000 square feet of commercial/industrial floor space); and
- Potential CID School Fee revenues (i.e., maximum CID School Fee revenues per 1,000 square feet of floor space).

Subtracting residential revenues from gross school facilities cost impacts for each CID category results in net school facilities cost impacts per 1,000 square feet of commercial/industrial floor space. These are the net school facilities costs that may have to be funded by CID School Fees.

Dividing net school facilities cost impacts by potential CID School Fee revenues for each CID category results in the percentage of the maximum CID School Fee that may be justifiably levied.

#### **Assumptions and Data Sources**

Residential revenue estimates of \$8,855 per unit are based on a weighted average of the School District's proposed Alternative No. 2 Fee of \$4.06 per square foot, justified in the Analysis, multiplied by the School District's weighted average square footage of 2,181 square feet.

#### IV. FACILITIES CAPACITY AND COST ESTIMATES

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by future CID, Cooperative Strategies evaluated school facilities capacity and student enrollment for school year 2017/2018. In addition, Cooperative Strategies utilized information contained in the Residential Study to estimate the school facilities costs per student.

# A. School Facilities Capacity

Collectively, the School District's school facilities in school year 2017/2018 have a capacity of 17,030 students per section 17071.10(a) of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level and 3,222 are at the intermediate school level. These capacities include seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding. The enrollment of the School District in school year 2017/2018 is 16,592 students. As shown in Table 1 below, the School District's student enrollment exceeds facilities capacity at the intermediate school level while facilities capacity exceeds student enrollment at the elementary school level in school year 2017/2018.

Table 1
Existing School Facilities Capacity and Student Enrollment

School Level <sup>[1]</sup>	2017/2018 Facilities Capacity <sup>[2]</sup>	2017/2018 Student Enrollment <sup>[3]</sup>	Excess / (Shortage) Capacity
Elementary School (Grades K-6)	13,808	12,993	815
Intermediate School (Grades 7-8)	3,222	3,599	(377)
Total	17,030	16,592	438

<sup>[1]</sup> The School District operates elementary schools which serve grades K-5 and intermediate schools that serve grades 6-8. To compare capacity and enrollment consistent with SAB Form 50-02, the School District's school level configuration has been altered in this section.

As indicated in Table 1, 815 surplus elementary school seats are available to accommodate the students anticipated to be generated from Future Units. For more information on how these surplus seats are addressed, please reference the Residential Study.

<sup>[2]</sup> SAB Form 50-02 plus State funded capacity and teaching stations purchased by the School District.

<sup>[3] 2017/2018</sup> student enrollment provided by the School District.

# B. School Facilities Costs per Student

In order to calculate the total school facilities cost impacts per student generated by Future Units, Cooperative Strategies first determined the School District's school facilities needs required by Future Units. The school facilities needs for Future Units were determined by projecting student enrollment and analyzing existing school facilities. Based on the calculations included in the Residential Study, the School District will need to construct new elementary school, intermediate school, and central administrative and support facilities. Cooperative Strategies then utilized the estimated cost for the aforementioned facilities contained in the Residential Study.

As shown in Table 12 of the Residential Study, the net school facilities cost impacts are \$57,130,893 at the elementary school level and \$103,222,521 at the intermediate school level. Table 2 shows the net school facilities cost impacts for future residential development, the projected number of students to be generated from Future Units, and the school facilities costs per student by school level.

Table 2
Estimated School Facilities Cost Impacts per Student (2018\$)

School Level	Total School Facilities Cost Impacts	Projected Students Generated from Future Units	School Facilities Costs per Student
Elementary School	\$57,130,893	3,151	\$18,131
Intermediate School	\$103,222,521	1,527	\$67,598

# V. NEW RESIDENTIAL HOUSING OPPORTUNITIES WITHIN THE SCHOOL DISTRICT

To satisfy the nexus requirements, the Study must examine the extent to which new residential development can house a net increase in students generated by employment opportunities within the School District. This is because families of new employees within the School District who move into existing homes are assumed to be displacing families with identical numbers of students, thereby resulting in no net change in the School District's student enrollment. Only families moving into new homes, or families moving into existing homes where the displaced families are moving into new homes, can lead to an increase in the School District enrollment.

Projections of the number of Future Units to be built within the School District's boundaries were obtained from information provided by SCAG. Based on this data, 9,331 Future Units are projected to be developed within the School District through calendar year 2035. Table 3 below shows the number of Future Units by land use.

Table 3 Future Units

Land Use	Total Future Units
Single Family Detached	5,879
Multi-Family Attached	3,452
Total	9,331

Furthermore, for more information on Future Units constructed in place of demolished residential units ("Reconstruction"), please reference the Residential Study.

#### VI. FINDINGS OF COMMERCIAL/INDUSTRIAL IMPACT ANALYSIS

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

- All "linkage impacts" discussed in Section III, by CID land use category.
- Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
- Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
- The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

#### A. Employment Impacts

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. Employment factors utilized in the analysis are shown below

- Retail and Services--447 square feet per employee
- Office--286 square feet per employee
- Research and Development--329 square feet per employee
- Industrial/Warehouse/Manufacturing--371 square feet per employee
- Hospital--360 square feet per employee
- Hotel/Motel--883 square feet per employee
- Self-Storage 15,552 square feet per employee

The reciprocals of these factors indicate numbers of employees per square foot. Multiplying the reciprocals by 1,000 square feet results in employees per 1,000 square feet, or the employment impacts shown in Table 4.

Table 4
Employment Impacts per 1,000 Square Feet

CID Land Use Category	Employees per 1,000 Square Feet
Retail and Services	2.2371
Office	3.4965
Research and Development	3.0395
Industrial/Warehouse/Manufacturing	2.6954
Hospital	2.7778
Hotel/Motel	1.1325
Self-Storage	0.0643
Source: SANDAG	

# B. Household Impacts

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

- Total Household Impacts
- School District Household Impacts
- Net School District Household Impacts

# **B.1** Total Household Impacts

Total household impacts equal the number of households per 1,000 square feet of commercial/industrial floor space established by on-site employees, wherever these households may be located, and include households residing outside of the School District. These impacts are estimated based on an average of 1.7795 employed persons per household.

This estimate was calculated by dividing the total number of employed people in the School District by the total number of households in the School District as provided by the Census.

Dividing employment impacts listed in Table 4 by this 1.7795 factor results in the total household impacts per 1,000 square feet of commercial/industrial floor space shown in Table 5.

Table 5
Total Household Impacts per 1,000 Square Feet CID

	Total
CID Land Use Category	Household Impacts
Retail and Services	1.2572
Office	1.9649
Research and Development	1.7081
Industrial/Warehouse/Manufacturing	1.5147
Hospital	1.5610
Hotel/Motel	0.6364
Self-Storage	0.0361

### **B.2** School District Household Impacts

School district household impacts equal the number of total households that locate within the School District per 1,000 square feet of CID floor space. To determine these impacts, Cooperative Strategies utilized data from the Census and SCAG. Based on this data, approximately 33.73 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

Multiplying total household impacts shown in Table 5 by the estimated propensity to live and work within the School District factor of 33.73 percent results in the school district household impacts per 1,000 square feet of CID. These are shown in Table 6.

Table 6 School District Household Impacts per 1,000 Square Feet CID

CID Land Use Category	School District Household Impacts
Retail and Services	0.4241
Office	0.6628
Research and Development	0.5761
Industrial/Warehouse/Manufacturing	0.5109
Hospital	0.5265
Hotel/Motel	0.2147
Self-Storage	0.0122

### **B.3** Net School District Household Impacts

Net school district household impacts equal the number of school district household impacts by CID category per 1,000 square feet of commercial/industrial floor space that will occupy new housing units within the School District. These impacts are based on the propensity to occupy new housing within the general area of the School District.

Data on recent resales and new home sales was obtained from CoreLogic. Based on this data, new home sales in the School District were estimated to equal 9.08 percent of the total housing units which will experience occupant turnover during the period considered in the Study.

Multiplying school district household impacts shown in Table 6 by 9.08 percent results in the net school district household impacts per 1,000 square feet of CID shown in Table 7. As noted in Section III, only net school district households are assumed to generate potential new students, thereby increasing school facilities costs to the School District.

Table 7
Net School District Household Impacts per 1,000 Square Feet CID

CID Land Use Category	Net School District Household Impacts
Retail and Services	0.0385
Office	0.0602
Research and Development	0.0523
Industrial/Warehouse/Manufacturing	0.0464
Hospital	0.0478
Hotel/Motel	0.0195
Self-Storage	0.0011

### C. Student Generation Impacts

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

### **C.1** Residential Student Generation Impacts

In order to analyze the impact on the School District's student enrollment from Future Units, Cooperative Strategies calculated SGFs for SFD units and MFA units which include condominiums, townhomes, duplexes, triplexes, and apartments. The process of determining SGFs involved cross-referencing the School District's enrollment data against residential data from the County Assessor (see the Residential Study for more information). The resulting SGFs are shown in Table 8.

Table 8
Student Generation Factors

	Single Family	Multi-family
School Level	Detached Units	Attached Units
Elementary School	0.3495	0.3174
Intermediate School	0.1702	0.1525
Total	0.5197	0.4699

To blend the SGFs of the two (2) land uses into a single SGF for each school level, the land uses were weighted in proportion to each type's percentage of the Future Units to be constructed within the School District. Applying these weighting factors yields the following blended SGFs.

Table 9
Blended Student Generation Factors

School Level	Student Generation Factors
Elementary School	0.3376
Intermediate School	0.1637
Total	0.5013

### **C.2** Total Student Generation Impacts

Multiplying net school district household impacts shown in Table 7 by the blended SGFs shown in Table 9 results in the average student generation impacts per 1,000 square feet of CID. These average student generation impacts are shown by school level in Table 10.

Table 10 Average Student Generation Impacts per 1,000 Square Feet CID

	Elementary School	Intermediate School	Total Student Generation
CID Land Use Category	Impacts	Impacts	Impacts
Retail and Services	0.0130	0.0063	0.0193
Office	0.0203	0.0099	0.0302
Research and Development	0.0177	0.0086	0.0263
Industrial/Warehouse/Manufacturing	0.0157	0.0076	0.0233
Hospital	0.0161	0.0078	0.0239
Hotel/Motel	0.0066	0.0032	0.0098
Self-Storage	0.0004	0.0002	0.0006

### **C.3** Inter-District Transfer Impacts

The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2017/2018 total 50 at the elementary school level and 49 at the intermediate school level. Employment within the School District's area is estimated at 60,915 persons based on employment estimates provided by SCAG. Table 11 shows the inter-district transfer rate by school level.

Table 11 Inter-District Transfer Rates

	Inter-District		
School Level	Transfer Rate		
Elementary School	0.0008		
Intermediate School	0.0008		
Total	0.0016		

In order to calculate total inter-district transfer impacts per 1,000 square feet of CID space, the inter-district transfer rate by school level in Table 11 must first be multiplied by the employment impact factors by CID land use category in Table 4. The resulting inter-district transfer impacts are displayed in Table 12.

Table 12 Inter-District Transfer Impacts per 1,000 Square Feet CID

	Elementary	Intermediate	
	School	School	Total
		Inter-District	
CID Land Use Category	Impacts	Impacts	Impacts
Retail and Services	0.0018	0.0018	0.0036
Office	0.0028	0.0028	0.0056
Research and Development	0.0024	0.0024	0.0048
Industrial/Warehouse/Manufacturing	0.0022	0.0022	0.0044
Hospital	0.0022	0.0022	0.0044
Hotel/Motel	0.0009	0.0009	0.0018
Self-Storage	0.0001	0.0001	0.0002

### **C.4** Total Student Generation Impacts

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 10 are added to the inter-district transfer impacts from Table 12. The resulting total student generation impacts are displayed in Table 13.

Table 13 Total Student Generation Impacts per 1,000 Square Feet CID

	Total Elementary School	Total Intermediate School	Total Student Generation
CID Land Use Category	Impacts	Impacts	Impacts
Retail and Services	0.0148	0.0081	0.0229
Office	0.0231	0.0127	0.0358
Research and Development	0.0201	0.0110	0.0311
Industrial/Warehouse/Manufacturing	0.0179	0.0098	0.0277
Hospital	0.0183	0.0100	0.0283
Hotel/Motel	0.0075	0.0041	0.0116
Self-Storage	0.0005	0.0003	0.0008

### D. Gross School Facilities Cost Impacts

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category. These impact estimates are derived from the school facilities costs per student shown in Table 2 and the total student generation impacts shown in Table 13. Multiplying the total student generation impacts by the costs per student results in the gross school facilities cost impacts per 1,000 square feet shown in Table 14.

Table 14
Gross School Facilities Cost Impacts per 1,000 Square Feet CID (2018\$)

CID Land Use Category	Elementary School Impacts	Intermediate School Impacts	Gross School Facilities Cost Impacts
Retail and Services	\$268	\$548	\$816
Office	\$419	\$858	\$1,277
Research and Development	\$364	\$744	\$1,108
Industrial/Warehouse/Manufacturing	\$325	\$662	\$987
Hospital	\$332	\$676	\$1,008
Hotel/Motel	\$136	\$277	\$413
Self-Storage	\$9	\$20	\$29

### E. Fee Revenues

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

### **E.1** Residential Revenues and Net School Facility Costs

Residential revenues equal the maximum revenues from residential development associated with each category of net school district households per 1,000 square feet of CID floor space. These revenues are derived from the School District's proposed Alternative No. 2 Fee of \$4.06 per square foot multiplied by the School District's weighted average square footage for residential units of 2,181 square feet. Based on this calculation, the residential revenues per unit in the School District are estimated to be \$8,855. Multiplying net school district household impacts shown in Table 7 by residential revenues results in the residential revenues per 1,000 square feet of CID floor space shown in Table 15.

Table 15
Residential Revenues per 1,000 Square Feet CID (2018\$)

	Net School		
	District	Average	
	Household	Residential	Residential
CID Land Use Category	Impacts	Revenues	Revenues
Retail and Services	0.0385	\$8,855	\$341
Office	0.0602	\$8,855	\$533
Research and Development	0.0523	\$8,855	\$463
Industrial/Warehouse/Manufacturing	0.0464	\$8,855	\$411
Hospital	0.0478	\$8,855	\$423
Hotel/Motel	0.0195	\$8,855	\$173
Self-Storage	0.0011	\$8,855	\$10

### **E.2** Net School Facilities Cost Impacts

In order to calculate the net school facilities cost impacts per 1,000 square feet of CID, the residential revenues shown in Table 15 were subtracted from the gross school facilities cost impacts shown in Table 14. The results are the net school facilities cost impacts that must be funded by CID School Fees. The net school facilities cost impacts are shown in Table 16.

Table 16 Net School Facilities Cost Impacts per 1,000 Square Feet of CID (2018\$)

	Gross School Facilities Cost	Residential	Net School Facilities Cost
CID Land Use Category	Impacts	Revenues	Impacts <sup>[1]</sup>
Retail and Services	\$816	\$341	\$475
Office	\$1,277	\$533	\$744
Research and Development	\$1,108	\$463	\$645
Industrial/Warehouse/Manufacturing	\$987	\$411	\$576
Hospital	\$1,008	\$423	\$585
Hotel/Motel	\$413	\$173	\$240
Self-Storage	\$29	\$10	\$19
[1] Numbers may not sum due to rounding.			

### **E.3** Potential Commercial/Industrial School Fee Revenues

Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum potential CID School Fee revenues equal 66 percent of the School Fee, or up to \$0.403 per square foot of CID. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the School District's share of the maximum CID School Fee revenues of \$403 per 1,000 square feet.

### F. Justification of Commercial/Industrial School Fees

Dividing net school facilities cost impacts shown in Table 16 by \$403 for each land use category results in the cost-revenue ratios shown in Table 17. The cost-revenue ratios determine whether the maximum CID School Fee can be justified. In calculating the ratios, only net school facilities cost impacts are considered in comparison to the CID School Fee revenues.

Table 17 Cost Revenue Ratios

CID Land Use Category	Cost-Revenue Ratio	Maximum CID School Fee per Square Foot
Retail and Services	1.1787	\$0.403
Office	1.8462	\$0.403
Research and Development	1.6005	\$0.403
Industrial/Warehouse/Manufacturing	1.4293	\$0.403
Hospital	1.4516	\$0.403
Hotel/Motel	0.5955	\$0.240
Self-Storage	0.0471	\$0.019

On January 24, 2018, the SAB increased the maximum CID School Fee authorized by Section 17620 of the Education Code from \$0.56 to \$0.61 per square foot for unified school districts. Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum the School District can receive from new CID is approximately 66 percent of the School fees, or \$0.403 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the School District's portion of the maximum commercial/industrial School Fee revenues per 1,000 square feet. As net school facilities cost impacts for all CID categories are higher than the School District's portion of the maximum CID School Fee revenues, the levy of the maximum CID School Fee of \$0.403 per square foot, or \$403 per 1,000 square feet, for all CID land use categories is justified, except for the hotel/motel category where it is justified in levying a School Fee of \$0.240 per square foot, or \$240 per 1,000 square feet of CID, and the self-storage category where it is justified in levying a School Fee of \$0.019 per square foot, or \$19 per 1,000 square feet of CID.

S:\Clients\Oxnard SD\Demographics\Fee Studies\SY1718\Reports\Final\FSCID\_Oxnard\_1718\_Fn.doc

March 15, 2018

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

Dear Cesar,

During the week of March 2, 2018, the Oxnard Educators Association donated two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2018. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. The teachers of the Oxnard School District are delighted to have spent approximately \$1,200 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,

Robin Lefkovits, President Stacie Thurman, Vice President Oxnard Educators Association

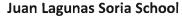
### OXNARD SCHOOL DISTRICT

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









3101 Dunkirk Drive, Oxnard, CA 93035 (805) 385-1584 Fax: (805) 815-4216



To:

**Dr. Cesar Morales** 

Superintendent

From:

**Aracely Fox** 

**Principal** 

Date:

March 20, 2018

RE:

Donation valued at \$100.00

We, at Juan Lagunas Soria School, respectfully, request that the Board of Trustees accept the donation of \$100.00 worth of supplies from Farmer's Insurance 1000 Town Center Drive Ste. 100, Oxnard, CA 93036.

On behalf of Juan L. Soria School, we would like to thank Farmer's Insurance for their generous donation. Our administrative team truly appreciates the donation and organizations who sponsor our school. Please provide a letter of appreciation to Farmer's Insurance.

Farmer's Insurance's support to our school and community is greatly appreciated.

Thank you in advance.

### OXNARD SCHOOL DISTRICT

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









Juan Lagunas Soria School 3101 Dunkirk Drive, Oxnard, CA 93035 (805) 385-1584 Fax: (805) 815-4216



To:

**Dr. Cesar Morales** 

**Superintendent** 

From:

**Aracely Fox** 

**Principal** 

Date:

March 20, 2018

RE:

Donation valued at \$500.00

We, at Juan Lagunas Soria School, respectfully, request that the Board of Trustees accept the donation to our school of \$500.00 donated by MJP Technologies Inc, 6085 King Dr #102, Ventura, CA 98003.

On behalf of Juan L. Soria, we would like to thank MJP Technologies Inc for the generous donation. Our administrative team truly appreciates our community members such as MJP Technologies Inc who sponsor our school. Please provide a letter of appreciation to MJP Technologies Inc.

Their support to our school and community is much appreciated.

Thank you in advance.

### OSD BOARD AGENDA ITEM

Name	of Contributor: Robin Freen	nan	Date of Meeting: 4/18/18
A.	Preliminary Study Session:		
B.	Hearing:		
C.	Consent Agenda	Agreement Categor	v:
	<u> </u>	Academic	•
		X Enrichment	
		Special Educati	on
		Support Service	es
		Personnel	
		Legal	
		Facilities	
D.	Action Items		
E.	Report/Discussion Items (n		and December of
F.	Board Policies	1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
Appro	val of Agreement #17-286 –	Oxnard College (Fre	eman/Wennes)
the Pe		rd College, on Monda	motion ceremony which will be held at y, June 11, 2018 at 1:00pm. The ruction currently occurring at
FISCA	L IMPACT:		
Not to	Exceed \$255.00 – General Fu	und	
RECO	MMENDATION:		
Superi	e recommendation of the Princ ntendent, Educational Service xnard College.		nool, and the Assistant rustees approve Agreement #17-286
ADDIT	IONAL MATERIALS:		

Agreement #16-286, Oxnard College (10 Pages) Confirmation Invoice (1 Page)

Attached:

### OSD AGREEMENT #17-286

### Ventura County Community College District Application and permit for use of College Facilities Under Ed Code 82537-82548 – Civic Center

†VENTURA COLLEGE Civic Center Office 4667 Telegraph Road Ventura, Ca 93003 805-654-6400 Ext 2232 MOORPARK COLLEGE Business Services Office 7075 Campus Road Moorpark, Ca 93021 805-378-1400 Ext 1878 OXNARD COLLEGE Civic Center Office 4000 So Rose Ave. Oxnard, Ca 93033 805-678-5813

### Submit completed form to campus the event is being held

		Email:	
		Phone Number	:
	_	<u>Day/Dates</u>	Hours of use
□ No ↑	□ Yes – Am	ount to be charged	\$
ts and per	formers)		
	ı No ↑	Organizati	

### Required Certification:

- 1. Applicant hereby agrees to indemnify, defend, and hold the Ventura County Community College District, its Board of Trustees, the individual members thereof, and all district officers, agents and employees free and harmless from any and all claims, losses, damages, liability, cause of action and demands, including reasonable attorney fees and costs, or expenses that may arise during or be caused in any way by such use or occupancy of school property. Applicant further states that he has read the rules and regulations on the reverse side of this application and agrees to abide by and enforce the same.
- 2. The District assumes no liability or responsibility for any personal property of applicant or of its employees, agents, representatives, guests, or invitees, brought on to the premise during the term of this agreement.
- 3. The undersigned, as a duly authorized representative of the Organization, states that to the best of his/her knowledge the school property for use of which application is hereby made will not be used for any unlawful means.
- 4. Any change in this agreement shall be made in writing at least five (5) working days prior to date of event and is subject to District approval.

- 5. Applicant shall deliver the required Certificate of Insurance and Additional Insured Endorsement at least two weeks in advance of the facility use, or the facility permit will automatically be canceled.
- 6. By my signature below, I acknowledge that I am authorized on behalf of the Organization and bind the Organization to the terms of this Agreement. I understand and agree to all terms, conditions, rules and regulations in this agreement.

Applicant: Oxnard School District			•	College Vice President, Business Services or designee		
Signature		Date	Signa	ture	Date	
Lisa A. Franz Director, Purchasing	1					
Rates/Charges	:					
□ VCCCD Spo	onsored ever	nt (no charge)	□ Gro	oup 1	□ Group 2	
Estimated Char	rges:			Other Cha	arges	
Facility Use	\$	Custodial	·		\$ \$	
Grounds Audio Visual	\$ \$	Lighting Security	\$ \$	· ———	\$ \$	
Total Estimated	d Charges \$_		_			
Deposit Due	\$_		_	Date Rece	eived	
Additional Payr	ment: \$_		_	Date Rece	eived	
Additional Payr	ment \$_		_	Date Rece	eived	
Total Final Cha		Ba	alance Due \$	Date	e Received	

### VENTURA COUNTY COMMUNITY COLLEGE DISTRICT RULES, REGULATIONS AND POLICIES REGARDING THE USE OF COLLEGE FACILITIES

### **Fire and Safety Regulations**

- 1. At no time will there be more persons admitted to the auditorium, classrooms or other assembly rooms that the legal seating capacity will accommodate.
- 2. Flammable decorations, including stage scenery, will be fire resistant or flame proofed in accordance with the requirements of the State Health and Safety Code.
- 3. No device, which produces flame, sparks, smoke, and explosives, will be used in the auditorium, classrooms, or assembly rooms.

### **General Rules**

- 1. Sections 82537-82548 of the Education Code of the State of California provide the basis for these rules and are hereby incorporated in this application even though not herein duplicated.
- 2. The applicant will be a member of the organization, society, or group requesting the use of college facilities; and unless he is an officer of such group, he will present written authorization from the appropriate officers of the group to make such applications. The applicant and signature on the form must be from an adult, at least 18 years of age or order.
- 3. The applicant will state the date of the use requested, the hour of opening and closing, the names of the speaker or speakers, the topic of discussion, the title and nature of the entertainment (if entertainment), the name of the organization for which the application is made, and the name of the owner, producer, or controlling agency if other than the applicant.
- 4. Deposits may be required in order to reserve college facilities. Deposits may be refundable with a minimum of a two week cancellation notice. Non-refundable deposits may be required for use of theatres and athletic facilities.
- 5. The remainder of any unpaid fees, as determined after the last scheduled event, is due in full to the District within seven business days.
- 6. Use and occupancy of college property will be primarily for public school purposes. Any authorized use of occupancy of the property for other than public school purposes will be secondary and subordinate to this primary purpose.
- 7. Permits for recreational use of facilities after regular school hours will be determined by mutual agreement with the appropriate college administrator.
- 8. Any permit may be revoked without previous notice where conflicted dates have resulted, or where need of the property for public school purposes have subsequently developed. For other causes, permits may be revoked at any time upon reasonable notice.
- 9. This permit is not transferable and may not be assigned to any other agency.
- 10. No permit will be issued to extend later than 12 o'clock midnight.
- 11. Juvenile organizations must have adequate adult sponsorship and supervision.
- 12. Each organization will properly supervise people on the stage and in the audience.
- 13. College employees in charge of events will have the power of a peace officer to carry out the provision and intents and purposes of the chapter; or in the absence of a college employee, the District police have the power to carry out the provision and intents and purposes of the Education Code 82537-82548.
- 14. Smoking will be permitted only in designated areas. Intoxicants or narcotics will not be used, nor will profane language, quarreling or gambling be permitted. Violations of this rule or any other rule on this form during occupancy will be sufficient cause for denying further use of college premises to the organization.
- 15. The program offered during the use of any school premises will at no time contain matter which might tend to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances, or which agitates for changes in our form of government or social order by violence or unlawful methods.
- 16. College furniture, equipment or apparatus will not be moved or displaced by any applicant without permission from, and under the supervision of, the college district employee in charge.
- 17. When the stage is to be used, equipment and personnel are to be furnished by the college and appropriate charges will be made.
- 18. If free use is granted as provided in the Civic Center Act, the meeting will be nonexclusive and will be open to the public.
- 19. A public school district will not make any appropriation or pay from any public funds whatsoever, or grant anything to or in aid of any religious sect, church, creed, or sectarian purpose.
- 20. No sectarian or denominational doctrine may be taught or instructions thereon be permitted, directly or indirectly, in a public school, except for on a temporary basis where the church or organization has no suitable meeting place for the conduct of these services. (ED 82542)

- 21. The administrator in charge of scheduling facilities, or his/her designated representative, is authorized to issue all permits for the use and occupancy of school property by authorized individuals, groups, or organizations, during non-school hours.
- 22. A certificate of insurance and Additional Insured endorsement shall be submitted to the college no less than two weeks prior to event.
- 23. Large events or events that could be potentially high risk, may require additional insurance, and terms and conditions than those stated in the Civic Center Application, Rules, Regulations and Policies.

## Rules and Regulations Governing the Use of College acilities for Public Purposes (Per Ed Code §82537-82548)

All use of college facilities for public purposes will be granted in conformance with the California Education Code As delegated by the chancellor, the college may grant the use of college facilities for public purposes in accordance with the rules adopted by the Governing Board. Groups may not use college facilities for purposes which shall be inconsistent with college purposes or which will interfere with college operation.

Rental charges shall conform to the schedule adopted by the Governing Board. This schedule is subject to change at the will of the Board.

The use of college facilities shall not be granted to persons, firms, corporations, groups, clubs or associations:

- Which desire the overthrow of the government of the United States or the State of California by force of violence.
  - When such use may be reasonably expected to expose the property of the district to damage through riots, mobs, or violence.
- When such use of the property would be contrary to the best interests Jse of college property shall be under supervision of an authorized representative of the VCCCD, who shall have authority to open facilities upon presentation of the applicant's copy bearing approval of the district.

of the authorized college administrator.

Smoking is not permitted on campus or in buildings except in designated areas. Intoxicants or narcotics shall not be used, nor shall profane anguage, quarreling, or gambling be permitted. Violations of this or any other of these regulations during occupancy shall be sufficient cause for denying further use of college premises of the organizations. The number of people present shall not exceed the posted seating capacity for the building. This is a FIRE REGULATION. The use of any material or device, which constitutes a fire hazard, is expressly prohibited.

must be made for use of equipment, supplies, etc. and appropriate owned by the College, but provided or rented by lessee must meet all College facilities will be available contingent upon appropriate needs of the organizations requesting use. Special arrangements charges will be made. All additional property and/or equipment not Fees for these facilities will be assessed based upon the specific supervision and security as determined by the respective college. applicable city, county, state, and federal safety requirements.

## MOORPARK COLLEGE

For information contact Leanne Colvin Moorpark, CA 93021

## OXNARD COLLEGE

For information contact Darlene Inda 4000 South Rose Avenue Phone (805) 678-5813 Oxnard, CA 93033

## **VENTURA COLLEGE**

Phone (805) 654-6400 Ext. 2232 For information contact 4667 Telegraph Road Ventura, CA 93003

Use by religious groups for fundraising and other purposes, not religious in nature, shall be processed in the regular manner, with the Group 1 rate applied. Use of school buildings or grounds may be granted to any church or religious organization for the conduct of religious services for temporary periods where the church or organization has no suitable meeting place. Such use may be provided and charges at least equal to the fair rental value of the facilities or grounds must Adequate adult supervision and sponsorship is required of all juvenile and youth groups requesting facilities.

Equipment, materials or supplies of any nature that is the property of the VCCCD is not to be loaned to outside organizations for use away from the college premises. Any privilege granted by the VCCCD shall be revocable at any time by the chancellor or the respective college president, and such privilege shall be revoked when any application contains false statements or any organization or any member of the group willfully violates the rules and regulations governing the use of college facilities. College property must be protected from damage and mistreatment and ordinary precautions of cleanliness maintained. Groups shall be responsible for returning any furniture or equipment, which has been moved from its proper place. In cases where college property has been damaged or abused beyond normal wear, the same shall be paid for by the organization involved.

Phone (805) 378-1400, ext. 1878 7075 Campus Road

## COMMUNITY COLLEGE DISTRICT

**VENTURA COUNTY** 

Use of Facilities As Authorized by the California Education

Code §82537-82548 at:

COLLEGE MOORPARK



Oxnard College



Rates Effective July 1, 2013

## **USE OF FACILITIES**

In accordance with the provisions of the Education Code §82537-82548 the recreational, educational or public agency meetings for the discussion of will be determined by the board-approved administrative procedures and other applicable limitations, requirements and restrictions contained in the grant the use of school buildings and grounds for public, literary, scientific, natters of general or public interest. The terms and conditions of such use Board of Trustees of the Ventura County Community College District will Education Code.

### TYPES OF USE

GROUP 1 - Group 1 users may include nonprofit organizations, and groups and associations organized for general educational or welfare purposes, such as:

- Off campus student clubs and organizations.
- or contributions solicited are expended for the welfare of the students Fundraising entertainments or meetings where admission fees charged of the district.
- School-community advisory councils.

Parent-Teachers' associations.

- Campfire girls, Girl Scout and Boy Scout troops. 2.
  - Senior citizens' organizations.
- Other public agencies with reciprocal use agreements.
- Organizations, clubs, or associations organized for cultural activities and general character building or welfare purposes 6. 7. 8
- Registered political organizations are permitted to use facilities at no charge providing their presence is educational in nature and or does not interfere with the normal operations of the college. ID # Required

### **GROUP 2**

- Churches or religious organizations using college facilities or grounds for the conduct of religious services (EC 82537 & 82542).
- Commercial (profit-making) organizations.
- charged or contributions solicited which are not expended for the welfare of Any group holding a meeting/entertainment where admission fees are VCCCD students or for charitable purposes
  - Paid petition gathering.

## **Insurance Requirements**

The Ventura County Community College District requires that any ndividual, group, or organization requesting the use of district property submit a Certificate of Insurance naming the District as an additional nsured with property damage and liability limits of not less than one million dollars. Higher limits of property damage or liability may be equired by the District depending upon the nature and scope of activities to be performed.

## Group 1 Group 2 Fee Schedule

(Fees are for facilities only and are subject to change without notice.)

## GENERAL EVENTS - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified)

1. Performing Arts Center Theatre/Stage\$150\$270	Small Theater/Forum/Black Box\$80	3. Smart Classroom (AV/Computers)
<ol> <li>Perforr</li> </ol>	2. Small	3. Smart

Group 2	
Group 1	
inued)	
e (cont	
ee Schedul	
Fee So	

4. Amphitheater (OC)\$20 5. Observatory (MC)\$50 6. Student Dining Area\$35 (Noes Not Include Kitchen Facilities)	\$35 \$100 \$75
7. Choral Music Room \$22	\$40
8. Guthrie Hall/Wright Event Center (VC)\$40	\$75
9. Outside Quad - Table (Daily Rate)\$20	\$40
10. TV Editing Room & Equipment (OC)\$300	009\$
11. LRC Patio/Kitchen (VC)\$200.	\$300
12. Specialized Labs/Classrooms/Computer Labs\$200.	\$300
13. Fire Technology Simulation Room\$200.	\$300
14. Parking Lot Rental (per space)\$2	\$2

## PHYSICAL EDUCATION/ATHLETIC - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified):

1. Large Gym (MC, VC, OC)	\$80	\$150
2. Small Gym (VC)	\$40	\$80
3. Dance Studio	\$40	\$80
4. Locker Room (each)	\$40	\$80
5. Football Practice Field (MC)	\$35	\$50
6. Track & Field and Football Practice Fields	\$75	\$120
7. Baseball/Softball Competition Fields	\$40	\$80
8. Baseball/Softball Practice Fields	\$20	\$40
9. Baseball/Softball Batting Cages	\$15	\$20
10. Field Hockey/Soccer Practice Fields	\$45	\$80
11. Stadium (MC,VC,OC) - ALL DAY RATE	\$450	\$800
12. Stadium (MC,VC,OC) - PER HOUR	\$150	\$325
13. Stadium (In-field only) - PER HOUR	\$75	\$120
14. Youth Size Soccer Field (OC)	\$30	09\$
15. Soccer Field (OC - Practice Fields)	\$50	\$100
16. Soccer Field (OC - Premium Competitive)	\$75	\$150
17. Golf/Driving Range	\$35	09\$
18. Golf Putting Green	\$20	\$30
19. Basketball Courts (outside/OC)	\$15	\$25
20. Volleyball Courts (outside)	\$15	\$25
21. Tennis Courts (per court)	\$15	\$20
22. Racquetball Courts (per court)	\$12	\$20
(Lighting Outdoor Facilities is an Additional Charge,	arge)	

# ADDITIONAL EVENT SERVICES - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified)

1. Theatre/Projector/Audio System\$15\$	\$15
2. Classroom Projector/Audio System\$10\$	\$10
3. Portable Projector\$50\$1	\$50
4. Choral & Band Risers	
(3 steps - 6" sections) Per Day Rate\$100\$	\$100
5. Teleconference Fee	\$125

Event Stafff, Custodial, Grounds, Security or other personnel services will be charged actual rates

8. Performing Arts/Theatre Lighting Set-up & Use

7. Performing Arts/Theatre Audio Set-up & Use.

6. Stadium Lights

## Filming Fees are Negotiable

.....\$100

.\$40.

and Conference rooms ...

## How to File for Use of Facilities

The application for use of college facilities shall be made on the forms provided by the College. An authorized representative of the group applying must certify the application.

The application must be submitted at least two weeks prior to requested date, unless waived by the college president as an emergency. Permission to use facilities will be granted only for the current semester unless and until the needs for instructional purposes for the following semester have been determined.

The application shall contain:

- The name of the organization
- Name, address, title and telephone number of the authorized representative.
  - Type or purpose of the organization.
- Facilities requested and the date and time of use. 4
- Purpose for all admission and parking charges.

## RENTAL CONDITIONS

- Proof of Insurance shall be required for all organizations using **VCCCD** facilities
- 2. Only the organization whose name is on the application is approved to use the facility.
- Parking fee of \$2.00 per day (each vehicle)
- 4. The use of restrooms is included in each rental
- Additional charges may be required for labor (e.g., custodial, security, etc.)
- be determined by the 6. Charges for additional equipment, preparation of athletic responsible supervisor based on the nature of the event and fields, supplies and personnel will the facilities requested.
- The rules and regulations shall be read, and the groups must agree to hold the VCCCD harmless from any liability or damage, which may result from the use of college facilities.

## PAYMENT OF FEES

Deposits may be required in order to reserve college facilities. Deposits Non-refundable deposits may be required for use of theatres and may be refundable with a minimum of a two week cancellation notice. athletic facilities. Payment of fees must be made at least one week prior to the first scheduled use or permit will be cancelled.

\$80

\$50 minimum \$50 minimum

# Sample Certificate of Insurance

Facility User's Insurance Broker	ACORD CERTIFI	CERTIFICATE OF LIABILITY INSURANCE	INSURANCE		DATE (MM/DD/YY) 07/25/01	
	Agency Manager, Inc. 2500 Bond Street University Park, IL. 60466		THIS CERTIF AND CONFE CERTIFICATI AFFORDED B	RE NO RICHTS ODES NOT AM NY THE POLICIES	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERS NO THE METHICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.  COMBANIES, AFFORDING COVERAGE	
Namo of English Hear Ils chank	Phones Ho. 000-555-5388 WSURED Facility User, Inc. One Big Street	Fast Ro.	COMPANY A COMPANY B COMPANY	Tahifi Mutual Insuran Indemnity Insurance	Tahifi Muluel Insurance Company Indemnity Insurance	Current dates are
match the name as written in the	Anytown, un schub		COMPANY	State Compens	State Compensation Insurance Fund	naumhar
Facility Use Agreement)	COVERAGES THIS IS TO CERTIFY THAT THE POLIC RINGKATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED ON BAN EXCLUSIONS AND CONDITIONS OF SUCI	ES OF INSURANCE LISTED RE REQUIREMENT, TERM OR CO Y PERTAM. THE INSURANCE 4 POLICIES, LIMITS SHOWN MAY	CLOW HAVE BEEN 18SI MINITION OF ANY CON AFFORDED BY THE F THAVE BEEN REDUCED	NED TO THE INSU TRACT OR OTHER OLICIES DESCRIB BY PAID CLAIMS.	CHERAGES. CHERAG	
	CO TYPE OF MSURANCE LTR	POLICY NUMBER	POLICY EFFECTIVE POLICY EXPIRATION DATE (MANDONY)	OLICY EXPIRATION DATE (MANDONY)	COMPTS	
Claims Made or Modified Occurrence is not acceptable	COMMERS & CONTRACTORS  COMMERS & CONTRACTORS	12345678	00/10/100	101000	000,000   1,000,	
	MUTOMOBILE LIABILITY	234567891	08/01/00	08/01/01	COMBINED SWOLE LIMIT 5 1,000,000 BOOLV BLUNT Per acclosed 3 PROPERTY DAMAGE 5	The two "each occurrence" boxe should total at least as much as required in your contract
	GARAGE LUBBILITY  ANY AUTO				ANTO ONLY - EA ACODERT \$ OTHER THAN ANTO ONLY \$ EACH ACCODERT \$ ACOMECATE \$	
	EXCESS LABBLITY  WARRELAFORM  OTHER THAN UMBRELAFORM	456789123	08/01/00	08/01/01	### 1,000,000 ##############################	
	MORKERS COMPENSATION AND EMPLOYERS LARBITY C THE PROPRETOR  M.C. 345578912 08/01/00 PATHERSES, EXCL.	345678912	00/10/80	08/01/01		The totals in each hox should be at
This section should reference the job number, project name, and/or	DECIDE TRIES OF OFFICE TO SERVICE STREET, SERVICE OF THE SERVICE SERVICE OF THE S	ESERCLUSIONS ADDED BY ENDOR! es detailed in Facilities Use Ag Additional Insured per attached	rement \$12345 for every form CG 20 10 11 85.	ws ants 7/20/01 – 8/20	501.	least \$1 million
Location: Oxnard College	CENTERALE HOLDER Ventura County Community College District 761 East Daily Drive Camarillo, CA 93010	College District	GANCELLATION SHOULD MAY OF THE AI THE EXPRAINTON DATE TO MALL SO DAYS WRITT THE LEFT BUT FABLURE COBLIGATION ON LAMBLIA	VCELLATION SHOULD ANY OF THE ABOVE THE EXPRATION DATE THER TO MALL 30 DAYS WRITTEN THE LEFT BUT FAILURE TO A OBLIGATION OR LABILITY ON REPRESENTATIVES.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPENDITION DATE THEREOF, THE ISSUING COMPANY WILL ENGLANDE THE LEFT BUT FAILURE TO MAIL SHOULD HOTICE SHALL IMPORTATION DELICATION OR LAMBLITY OF ANY KIND UPON THE COMPANY ITS ACETTS OR REPORSENTATIVES.	
Oxnard, CA 93033	ACORD 26-5 (1975)		NO TRANSPORTE		ACORD CORPORATION 1998	This wording should be "X"d or
Th	ES	e your appropriate iith proper address		igned	Signed by the Broker only	

If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

例

ACORD 25-8 (7/97) 2 Of 2 #461

# Sample Additional Insured Endorsement

This policy number should be the same as that listed for General Liability on the Certificate of	Insurance	This should always	Form A, but it provides	manednate coverage	Should list out the project, name, location, and/or project number that	ule raciiity Ose Agreement refers to			The primary wording, as required in the contract, is usually typed onto the Additional Insured Endorsement Here. The severability of Interest clause is often typed here too
POLICY NUMBER: COMMERCIAL GENERAL LIABILITY NAMED INSURED:	THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRATORS (Form B)	This endorsement modifies insurance provided under the following:	COMMERCIAL GENERAL LIABILITY COVERAGE PART.  Name of Person or Organization:  SCHEDULE	(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)	WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.	It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insurac(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's operations, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.	It is agreed that the above policy contains a standard cross liability or severability of interest clause.	CG 20 10 1185 Copyright, Insurance Services Office, Inc. 1984
The Named Insured should always be the same as the "Insured" name on the Certificate	(it should also read exactly the same as in the Facility Use Agreement)				This is where all the Additional Insureds should be listed by name	Ventura County Community College District 761 East Daily Drive	Camarillo, CA 93010		This is the standard endorsement number (CG 20-10) and 1185 edition date is required by the Facility Use / Subcontract Agreement



### **Civic Center Incidental Fees**

eff. 7/1/17

Custodial Staff: \$45/hr.

Maintenance & Operations Staff: \$55/hr.

Police Cadet: \$15/hr.

Police Officer: \$65/hr.

Theater Technician (Staff): \$55/hr.

Weekend/Evening Activities Attendant: \$20/hr.

Daily Parking Permit \$2/space

(Mon-Thurs. - 7am-10pm, Fri. - 8am-6pm)



### Oxnard College Civic Center-Facility Rentals 4000 S. Rose Avenue Oxnard CA 93033

Phone: 805-986-5813 / Fax: 805-986-5885

### CONFIRMATION

16710 Group Reservation: Lydia Alvara **Event Name:** OSD - LEMONWOOD **SCHOOL** Oxnard School District Status: Confirmed 1051 South A Street Oxnard, CA 93030 Phone: 805-385-1501 **Email Address:** lalvara@oxnardsd.org

Event Type: Civic Center

2nd Contact: Alison Cordes

Bookings / Details Quantity Price Amount

### **INSURANCE REQUIREMENTS:**

A Certificate of Liability Insurance and Additional Insured Endorsement must name Ventura County Community College District, 761 E. Daily Drive, Camarillo, CA 93010 as the certificate holder and additional insured. The location must read Oxnard College, 4000 S. Rose Ave., Oxnard, CA 93033. These documents must be received no later than (2) weeks prior to the event.

### PAYMENT REQUIREMENTS:

Payment in full must be made no later than (7) days prior to the event.

### Monday, June 11, 2018

### 12:00 PM - 3:00 PM OSD - LEMONWOOD SCHOOL (Confirmed) 2-PAB AUD Auditorium

Room Charge:

College Co-Sponsored Event - venue fee waived

Fees:

 Theater Technician(3 hours @ \$55.00/hr)
 1
 \$165.00

 Custodial Services(2 hours @ \$45.00/hr)
 1
 \$90.00

Subtotal \$255.00 Grand Total \$255.00

3/13/2018 8:25 AM DI Page 1 of 1

### **OSD BOARD AGENDA ITEM**

Name	of Contributor: Rob	in Freeman	Date of Meeting: 4/18/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Categor Academic X Enrichment Special Educati Support Service Personnel Legal Facilities	on
D. F.	Action Items Board Policies	1st Reading 2 <sup>nd</sup> Re	eading
Appro		<u> </u>	ming Arts & Convention Center
		aydock Academy of Arts & Sc hursday, June 7, 2018 from 6:	iences Spring Showcase 2018" which 00pm – 8:00pm.
FISCA	L IMPACT:		
Not to	Exceed \$3,748.00 - \$	School Site Funds-Targeted	
RECO	MMENDATION:		
Assista	ant Superintendent, E		my of Arts & Sciences, and the Board of Trustees approve Agreement enter.
ADDIT	TIONAL MATERIALS:	:	

Agreement #17-292, Oxnard Performing Arts & Convention Center (12 Pages)

Attached:

### OSD AGREEMENT #17-292

### PERFORMING ARTS AND CONVENTION CENTER LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this <u>18<sup>th</sup></u> day of <u>April 2018</u>, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, ("PACC"), and <u>"Haydock Academy of Arts and Sciences"</u>, ("Licensee").

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

### 1. Facilities Provided

- a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater ("Theater") as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.
- b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.
- c. PACC agrees to provide Theater for Licensee's use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.
- d. PACC agrees to provide Licensee with the following special equipment/supplies and personnel:

(1)	Equipment/Supplies				
	(a)	Stage Lighting	\$330.00		
	(b)	Pro Audio System	180.00		
	(c)	4 Wireless Microphones	260,00		
	(d)	Stage Playback Monitors	45.00		
	(e)	Panasonic DLP Projector	130.00		
(2)	Pers	onnel			
	(a)	Stage Technicians	\$1,288.00		
	(b)	House Manager	200.00		
	(c)	2 Ushers	140.00		
	(d)	Box Office	N/A		

### 2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee ("Executive Director") and shall be under the general direction of Executive Director.

### 3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Thursday June 7, 2018 1:00 PM

Moving Out: Thursday June 7, 2018 9:00 PM

Program: Thursday June 7, 2018 6:00 PM

### 4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of <u>\$</u> to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

### 5. <u>License Fee</u>

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1)	License Fee	\$ 1,150.00
(2)	Equipment/Supplies	 945.00
(3)	Personnel	 1,628.00
(4)	Insurance	 <u>OWN</u>
(5)	Non-Refundable Processing Fee	25.00
	TOTAL	\$ 3,748.00

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee's use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

### 6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

### 7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

### 8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

### 9. Proposed Event

The event to be presented by Licensee shall consist of <u>"Haydock Academy Showcase"</u>. Licensee's use of Theater shall be limited to the event as described herein.

### 10. Fee for Admission

- a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.
- b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.
- (2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket.".
- (3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

### 11. Removal of Property

- a. Licensee agrees to remove from Theater, on or before  $\underline{8:00 \text{ AM}}$  on the  $\underline{8^{th}}$  day of  $\underline{June 2018}$ , all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.
- b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

### 12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

### 13. Handling of Funds

- a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.
- b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

### 14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

### 15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

### 16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

### 17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

### 18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

### 19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

### 20. Conduct of Persons

- a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.
- b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.
- c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.
- d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

### 21. Control of Theater

- a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.
- b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

### 22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

### 23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

### 24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

### 25. Concession Sales by PACC

PACC reserves the sole right:

- a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.
- b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

### 26. Sales by Licensee

- a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.
- b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

### 27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

### 28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

### 29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

### 30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

### 31. Occupancy Interruption

- a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.
- b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

### 32. Indemnity

- a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.
- b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special

proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

### 33. Insurance

- a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.
- b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.
- c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

### 34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

### 35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

### 36. Cancellation by PACC

- a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:
- (1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.
- (2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.
- (3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.
  - b. Upon termination by PACC, any deposit made by Licensee shall be refunded.
- c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

### 37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

### 38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

### 39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS	LICENSEE
CENTER CORPORATION	OXNARD SCHOOL DISTRICT
Oxnard Performing Arts Center Manager	Lisa A. Franz, Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.

## **EXHIBIT A**



#### **Addendum to Estimate Sheet**

**Event: Haydock Academy Showcase** 

Date: <u>June 7, 2018</u>

\$945.00

Time: 6:00 P.M.

Equipment Rental Fees:	

#### **Recap of Personnel Fees:**

Stage Technicians	\$1,288.00
House Manager	\$200.00
2 Ushers	\$140.00
Box Office Fee	N/A

				_
Total Person	esal Cas		\$1 62 <b>8</b> 00	
TOTAL PERSON	unei Per		31.020.00	

#### **Contract Total Fees:**

Rental Fee	\$1,150.00
Equipment/ Supplies Fee	\$945.00
Personnel Charges	\$1,628.00
Insurance	OWN
Ticket Printing	N/A
Non-Refundable Processing Fee	\$25.00
Security Guards Fee	N/A

Total Contract Fees:	\$3,748.00
Less Deposit Paid:	
Total Due to PACC:	\$3,748.00

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/ Rental Information/ Phone: (805)766-8535



## **ESTIMATE ONLY**

Date Proce	Estimate #			
6/7/2018	427			

В	il	П	Т	a

O.E.S.D. Haydock Academy

#### **Event Name**

Haydock Academy of Arts & Sciences Spring Showcase Perf.

Time Of Event	Date Of Event	Tech Info
6рт	6/7/2018	NO

Description	Time	Qty	Rate	OT	Amount
Stage Lighting Pro Audio Mini Pkg Concert Spkr Stacks, 2 Monitors, 2 Side fills, 3 Wired mic's, CD- Media Player & Digital X32 Console & 1 Wireless Handheld			330.00 180.00		330.00 180.00
Mic Shure SLX 24 Wireless Handheld Microphone Stage Playback Monitors (2) Mackie S215 Panasonic PT-DX810 8 K Lumen DLP Projector		4	65.00 45.00 130.00		260.00 45.00 130.00
EQUIPMENT RENTAL SUBTOTAL	•				945.00
Thur, 6/7/2018 Setup, Reh. Perf. & Strike Stage Technical Director Lighting Technician Sound Technician (2ea) Stagehand / Flys (3ea) Stage Desk / Curtain Op  STAGE TECHNICAL LABOR SUBTOTAL	1p - 9p 1p - 9p 1p - 9p 1p - 9p 1p - 9p	8 8 16 24 8	28.00 19.00 19.00 19.00		224.00 152.00 304.00 456.00 152.00
		,			

Brad McElmurry Technical Director PACC Does Not Provide Ladders/
Please Do Not Affix Signs To Painted Surfaces:

Total

\$2,233.00

## **OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman				Date of Meeting: 4/18/18			
A-1. A-II. B. C.	Study Sessic Closed Sess Preliminary Reports Hearings Consent Age	ion enda Agree A X S S P L	ement Category: cademic inrichment pecial Education upport Services ersonnel egal acilities				
D.	Action Items		Ond Dooding				
F.	Board Polici	es 1st Reading	2 <sup>nd</sup> Reading				
Appro	val of Agreem	ent #17-298 – All for	KIDZ, Inc. (Freeman/	Santamaria)			
45-min 2018.	All for KIDZ, Inc. will provide a school-wide character education program that centers around a 45-minute assembly called The NED Show for students at Ritchen School on Monday, April 30, 2018. NED is a lovable cartoon character whose name is an acronym for Never give up, Encourage others, and Do your best.						
FISCA	L IMPACT:						
None							
RECOMMENDATION:							
It is the recommendation of the Principal, Ritchen School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-298 with All for KIDZ, Inc.							
ADDITIONAL MATERIAL(S):							
	Attached:	Agreement #17-298, Certificate of Insuran	All for KIDZ, Inc. (1 Pa ce (4 Pages)	ge)			

Show Date: April 30, 2018 SchID: 15338

Show Time: 2:00 pm - 2:45 pm

School: Emilie Ritchen Elementary School

Contact Name/Title: Tammy Smith, Teacher - Assembly Planning
Booking Agent: Joanna Bachmann 3-5, 300

Toll Free: 877-872-9696, x110

E-mail: jbachmann@allforkidz.com Fax: 800-969-6624

#### All for KIDZ, producers of The NED Show®, agrees to:

- 1. Present The NED Show on the date and time entered above.
- 2. Grant access to resources and lesson plans available at www.theNEDshow.com.
- 3. Provide posters for your school and ready-to-copy materials to send home with students.
- **4. Reserve the right to reschedule** the performance due to performer illness or other extenuating circumstances. In the unlikely event of a change, the program will be moved to a mutually agreeable time.
- 5. Waive the normal program fee of \$1,200 in lieu of your school running the five-day "Pay-It-Forward" sale featuring NED gear, since you have chosen the "No-Fee" payment option. Bonus! If you exceed \$1,200 in sales, 10% of the entire proceeds will be awarded to your school in the form of a gift certificate toward character-messaged NED items (redeemable at www.shopned.com).
- 6. Provide prepaid UPS shipping labels, so your school doesn't have to pay return postage on unsold items.

#### Your school agrees to:

- 1. Copy the parent letter (included in pre-show packet) and send home with students a few days before the show.
- 2. Make NED items available for purchase for a minimum of five (5) school days following the show and do your best to "pay-it-forward" to another school.
- Do your best to provide a NED play zone for students to enjoy their NED items and safely practice yo-yo skills while reinforcing the NED message.
  - 4. Protect our copyright. Take pictures of the show if you wish, but agree and enforce that no part of the program may be video recorded, reproduced or transmitted. All for KIDZ also reserves the right to occasionally audio or video record its employees for training purposes.
  - 5. Contact us immediately if you find it necessary to make any changes to your performance time. If your school cancels within 14 days of the scheduled performance date, you agree to pay a \$200 cancellation fee (does not include unforeseen acts of nature, i.e. inclement weather or school closures).

#### **CONFIRM** your **SHOW DATE**

Please sign below and email to customercare@allforkidz.com or fax to 800-969-6624 within 48 hours.

If you've already signed and faxed a performance agreement, please disregard. Retain this original for your records.

Lisa A. Franz, Director, Purchasing

School Representative Signature

Printed Name and Title

We look forward to taking **THE NED SHOW** to your school!

All for KIDZ\*, Inc. Producers of **THE NED SHOW** © 2004-10, 12, 14, 16-17 · All Rights Reserved · V 2017-01 US



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in fled of such endorsement(s).							
PRODUCER		CONTACT Tina Coburn					
Arthur J. Gallagher & Co. Insurance Brokers of CA Inc Lic #	0.20200	PHONE (A/C, No, Ext): 253-238-1134	FAX (A/C, No): 253-5	72-1430			
18201 Von Karman Ave, Suite 200		È-MAIL ADDRESS: Tina_Coburn@ajg.com	, ,				
Irvine CA 92612		INSURER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A: Hartford Casualty Insurance Comp	any	29424			
INSURED		INSURER B: Transportation Insurance Company 204					
All for Kidz, Inc.		INSURER C:					
20700 44th Avenue W, Suite 220 Lynnwood WA 98036		INSURER D:					
Lynnwood WA 30000		INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 316044032	PEVISION NUM	IRED.				

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		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Χ	COMMERCIAL GENERAL LIABILITY	Υ		52SBAFV2437SC	5/4/2017	5/4/2018	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	Χ	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						Emp Ben.	\$1,000,000
Α	AUT	OMOBILE LIABILITY			52SBAFV2437SC	5/4/2017	5/4/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Χ	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY			6049941890	5/4/2017	5/4/2018	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.

CERTIFICATE HOLDER	
--------------------	--

Oxnard School District Attn: Lisa Franz, Purchasing Dept. 1501 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



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

### **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 52 SBA FV2437 SC

Named Insured and Mailing Address; ALL FOR KIDZ INC

20700 44TH AVE W STE 220

LYNNWOOD WA 98036

**Policy Change Effective Date:** Effective hour is the same as stated in the 03/05/18

**Declarations Page of the Policy.** 

Policy Change Number: 010

Agent Name: AJ GALLAGHER RISK MGMT SVCS INC

Code: 817439

**POLICY CHANGES:** 

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.164

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T

**Page** 001 **Process Date: 03/08/18** 

Policy Effective Date: 05/04/17 Policy Expiration Date: 05/04/18 POLICY NUMBER: 52 SBA FV2437



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

ADDITIONAL INSURED - PERSON-ORGANIZATION

BEAUMONT UNIFIED SCHOOL DISTRICT 350 BROOKSIDE AVE, BEAUMONT, CA 92223

RE:LOC 003 BLDG 001
BREVARD PUBLIC SCHOOLS
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940
RE: ALL FOR KIDZ IS PUTTING ON A LEARNING LIVE SHOW/ASSEMBLY THAT
WILL TEACH CHILDREN AT BREVARD PUBLIC SCHOOLS MUSICAL INSTRUMENTS

LOC:001 BLDG:001
DESOTO COUNTY SCHOOLS
5 EAST SOUTH ST
HERNANDO, MS 38632

MT DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE CONCORD CA 94519

SANTA CLARA UNIFIED SCHOOL DISTRICT 1889 LAWRENCE ROAD SANTA CLARA, CA 95051

OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030

Form IH 12 00 11 85 T SEQ. NO. 003 Printed in U.S.A. Page 003 (CONTINUED ON NEXT PAGE)

Process Date: 03/08/18 Expiration Date: 05/04/18

#### PRODUCER'S FACT SHEET

NAMED INSURED: ALL FOR KIDZ INC

POL #: 52 SBA FV2437 SC

PRODUCER'S NAME: PRODUCER'S CODE: 817439

AJ GALLAGHER RISK MGMT SVCS INC

POL EFF DATE: 05/04/17 POL EXP DATE: 05/04/18 TRANS EFF DATE: 03/05/18

DIRECT ACCOUNT BILL NUMBER - 12228514

CHANGE NO.: 010 TRANSACTION TYPE: ENDORSEMENT

ENDORSEMENT PREMIUM: \$0.00

NON-PREMIUM BEARING

FORM TITLE

SS 12 11 04 05 POLICY CHANGE IH 12 00 11 85 POLICY CHANGE ADDITIONAL INSURED - PERSON-ORGANIZATION

### **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales			Date of Meeting: 4/18/18
A-1. A-II. B. C.	Study Session Closed Session Preliminary Reports Hearings Consent Agei	on	cation
D. F.	Board Policie	s <sup>1st</sup> Reading 2 <sup>n</sup>	d Reading
Appro	val of Agreem	ent #18-02 – Oxnard Performii	ng Arts Center (Morales)
	greement is for t 14, 2018.	the 2018 SIP Day Orientation th	at will be held at the PAC on Tuesday,
FISCA	L IMPACT:		
Not to	Exceed \$3,008	.00 – General Fund	
RECO	MMENDATION	:	
		ion of the Superintendent, that the Performing Arts Center.	ne Board of Trustees approve Agreement
ADDITIONAL MATERIALS:			
	Attached:	Agreement #18-02, Oxnard Per	forming Arts Center (12 Pages)

#### OSD AGREEMENT #18-02

## PERFORMING ARTS AND CONVENTION CENTER LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this <u>18<sup>th</sup></u> day of <u>April 2018</u>, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, ("PACC"), and <u>"Oxnard School District"</u>, ("Licensee").

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

#### 1. Facilities Provided

- a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater ("Theater") as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.
- b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.
- c. PACC agrees to provide Theater for Licensee's use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.
- d. PACC agrees to provide Licensee with the following special equipment/supplies and personnel:

(1)	Equ	ipment/Supplies		
	(a)	Stage Lighting	\$	330.00
	(b)	House Sound System		0.00
	(c)	Stage Monitors		45.00
	(d)	Orchestra Chairs		0.00
	(e)	Shure Wireless Microphone		65.00
	(f)	Panasonic DLP Projector		130.00
(2)	Pers	sonnel		
	(a)	Stage Technicians	\$	923.00
	(b)	House Manager		200.00
	(c)	2 Ushers		140.00
	(d)	Box Office	-	<u>N/A</u>

#### 2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee ("Executive Director") and shall be under the general direction of Executive Director.

#### 3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Tuesday, August 14, 2018, 7:00 AM Moving Out: Tuesday, August 14, 2018, 1:30 PM Program: *Tuesday, August 14, 2018, 8:00 AM* 

#### 4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of **§0.00** to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

#### 5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1)	License Fee	\$ <u>1,150.00</u>
(2)	Equipment/Supplies	<u>570.00</u>
(3)	Personnel	1,263.00
(4)	Insurance	own
(5)	Non-Refundable Processing Fee	25.00
	TOTAL	3.008.00

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee's use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

#### 6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

#### 7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

#### 8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

#### 9. Proposed Event

The event to be presented by Licensee shall consist of <u>"2018-2019 Orientation"</u>. Licensee's use of Theater shall be limited to the event as described herein.

#### 10. Fee for Admission

- a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.
- b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.
- (2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket.".
- (3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

#### 11. Removal of Property

- a. Licensee agrees to remove from Theater, on or before <u>8:00 AM</u> on the <u>15th</u> day of <u>August 2018</u>, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.
- b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.
- c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

#### 12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

#### 13. Handling of Funds

- a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.
- b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

#### 14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

#### 15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

#### 16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

#### 17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

#### 18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

#### 19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

#### 20. Conduct of Persons

- a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.
- b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.
- c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.
- d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

#### 21. Control of Theater

- a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.
- b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

#### 22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

#### 23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame

proofing and approved by the Fire Marshall.

#### 24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

#### 25. Concession Sales by PACC

PACC reserves the sole right:

- a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.
- b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

#### 26. Sales by Licensee

- a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.
- b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

#### 27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

#### 28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

#### 29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used

or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

#### 30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

#### 31. Occupancy Interruption

- a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.
- b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

#### 32. Indemnity

- a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.
- b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals.

The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

#### 33. Insurance

- a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.
- b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.
- c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

#### 34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

#### 35. Default

- a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.
  - b. Any deposit made by Licensee to PACC shall be retained by PACC.

#### 36. Cancellation by PACC

- a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:
- (1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.
- (2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.
- (3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.
  - b. Upon termination by PACC, any deposit made by Licensee shall be refunded.
- c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

#### 37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

#### 38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

#### 39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS	LICENSEE
CENTER CORPORATION	OXNARD SCHOOL DISTRICT
Oxnard Performing Arts Center Manager	Lisa A. Franz, Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.

# Performing Arts & Convention Conton Oxnard, CA

#### **EXHIBIT A**

#### **Addendum to Estimate Sheet**

Event: 2018-2019 New Year Orientation

Date: 8/14/18

\$570.00

Time: 7AM-2PM

Recap of	Personnel	Fees:

**Equipment Rental Fees:** 

 Stage Technicians
 \$923.00

 House Manager
 \$200.00

 2 Ushers
 \$140.00

Box Office Fee N/A

Total Personnel Fees: \$1,263.00

#### **Contract Total Fees:**

Rental Fee \$1,150.00

Equipment/ Supplies Fee \$570.00

Personnel Charges \$1,263.00

Insurance OWN

Ticket Printing N/A

Non-Refundable Processing Fee \$25.00

Security Guards Fee N/A

Total Contract Fees: \$3,008.00

Less Deposit Paid:

Total Due to PACC: \$3,008.00

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/Rental Information/Phone: (805)766-8535



## **ESTIMATE ONLY**

Date Proce	Estimate #
8/14/2018	431

Bill To

Oxnard Elementary School District Lisa Franz **Event Name** 

New School Year 2018 - 2019 Orientation NO VIDEO PERMIT

Time Of Event	Date Of Event	Tech Info
7a - 1p	8/14/2018	YES

·	/a - 1p	0.	14/2016		163
Description	Time	Qty	Rate	от	Amount
Stage Lighting			330.00		330.00
House Sound System			0.00	1	0.00
Stage Playback Monitors (2) Mackie S215			45.00		45.00
Orchestra Chairs			0.00		0.00
Shure SLX 24 Wireless Handheld Microphone		1	65.00		65.00
Panasonic PT-DX810 8 K Lumen DLP Projector	1	'	130.00		130.00
•			10000		
EQUIPMENT RENTAL SUBTOTAL					570.00
Fue. 8/14/2018 Setup, Perf. & Strike					
Stage Technical Director	7a - 1:30p	6.5	28.00	l . I	182.00
Lighting Technician	7a - 1:30p	6.5	19.00		123.50
Electrician	7a - 1:30p	6.5	19.00		123.50
Sound Technician	7a - 1:30p	6.5	19.00		123.50
Stagehand (2ea)	7a - 1:30p	13	19.00		247.00
Stage Desk / Curtain Op	7a - 1:30p	6.5	19.00		123.50
mage Desky Curtain Op	/W Tisop	0.5	13.00		
STAGE TECHNICAL LABOR SUBTOTAL					923.00
<b>フ</b>	ose,				
<i>E</i>	STIMATE FOR				
۵.	31/WIATE TOR				
· 0	S.D. ORIENTATION				
	1				
P	5.D. ORIENTATION 1+g Aug. 14, 2018				
					•
	Sil	•			
		i i			
		5			
		•			
	1				
			I		

Brad McElmurry Technical Director PACC Does Not Provide Ladders/
Please Do Not Affix Signs To Painted Surfaces:

**Total** 

\$1,493.00

## **OSD BOARD AGENDA ITEM**

Name	of Contributor: Jane	t Penanhoat	Date of Meeting: 4/18/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal X Facilities	
D. F.	Action Items Board Policies	1st Reading 2nd Readin	α
		<u> </u>	<b>-</b>
Appro	vai oi Field Contract #	#FC-P18-04177 – Criterion Enviro	onnentarinc. (Penannoat/Faten)
HVAC	Upgrade Projects at five	Field Contract #FC-P18-04177, Enve (5) school sites pursuant to the oposals were received on Tuesday	Uniform Public Construction Cost
include #FC-P	es four (4) school sites. 18-04177 to the lowest	'AC Upgrade projects was modified. It is requested that the Board of tresponsible bidder, Criterion Envibe amount of \$7,440.00. The project.	Trustees approve Field Contract ronmental Inc., who submitted
FISCA	L IMPACT:		
\$7,440	.00 – Deferred Mainte	nance Funds	
RECO	MMENDATION:		
Directo	or of Facilities, that the	ne Assistant Superintendent, Busir Board of Trustees approve Field C terion Environmental Inc.	

#### **ADDITIONAL MATERIALS:**

**Attached:** Field Contract #FC-P18-04177, Criterion Environmental Inc. (12 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-P18-04177

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

THIS CONTRACT is made as of 9/20/17, between <u>Criterion Environmental Inc.</u> ("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 <u>Seven Thousand Four Hundred Forty Dollars and No Cents</u> (\$7,440.00), 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 3/20/18.
- 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 April 20, 2018 & be completed by the end of the day May 4, 2018.
- D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of <u>One Hundred</u> Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of <u>One Hundred</u> Dollars (\$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 a which are on file with the District and are made a part here	greement, including all contract documents as indicated below				
X       Scope of Work       X       Subcontractor         Specifications       X       Certificates/Lie         Drawings       X       Certificates/W	List Performance/Payment Bonds				
CONTRACTOR TO FILL IN THE FOLLOWING  (By signing below, Contractor represents that it is qualified to perform pubic work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)					
Firm Name	Date				
Signature	Telephone				
Title	Fax No.				
	Contractor's License No				
Firm Address	Fax No.				
	License Class				
	Tax I.D. No.				
FOR DISTR	ICT USE ONLY				
Project Manager Orlando De Leon, Facilities Project Manager	Date				

Signature

Funding Source <u>Deferred Maintenance Funds</u>

#### **GENERAL CONDITIONS**

- 1. WORK: The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.

  2. JOB WALK/SITE VISIT: Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.

  3. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.

  4. DEFAULT BY CONTRACTOR: Contractor's failure to comply with any of the terms and/or conditions of this contract than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.

  5. TERMINATION: District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract. (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppli
- on the uncompleted work.

  Discontinue: District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.

  EXCUSABLE DELAY: District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.

  PROVISIONS REQUIRED BY LAW: Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

  SUBCONTRACTORS: Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. Shall not be construed as creating a contractual relationship between the District and any subcontractor.

  PAYROLL RECORDS: Contractor shall be responsible for compliance with Labor Code Section 1776 regarding payrol

#### place of business. 14. HEALTH AND SAFETY:

- 14. HEALTH AND SAFETY:

  a. Safety Standards: Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The poly of District is to promote safety practices that minimize personal injury and optential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall inmediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is certified to any time extension to complete work under the contract and shall be liable for any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the contract or shall not be on the part of the contractor of any resulting in the protection, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation is written the sole discretion of the District.

  b. Drug and Alcohol Use: Contractor shall incomplement o Safety Standards: Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from

- hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.

  17. PROTECTION OF WORKWERS, PROPERTY AND WORK: Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of

- nazaros of the substance and ensure that such person(s) follow proper handling and protection procedures.

  17. PROTECTION OF WORKWERS, PROPERTY AND WORK: Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warn8ing against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.

  18. DAMAGE TO DISTRICT PROPERTY: Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.

  19. HOLD HARMLESS: With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:

  a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, b
- other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 for e aggregate

- b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.

  c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.

  21. BONDS: District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract as Contractor's bonds.

  22. WORKERS:

- 22. WORKERS:
  a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.

  23. SUPERVISION: Contractor shall provide competent supervision of all its employees engaged in performance of this contract.

  24. CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT: While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.

  25. PERMITS AND LICENSES: Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.

  26. OCCUPANCY: District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- specified for completion.

  27. ASSIGNMENT: Contractor shall not assign any of its duties or responsibilities under the terms of the contract.

- Specified for completion.

  27. ASSIGNMENT: Contractor shall not assign any of its duties or responsibilities under the terms of the contract.

  28. BRAND OR TRADE NAMES: When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's judgment will product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name, the District's products or bisterious that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade name, model number and other information to substantiate that the substitute item is sequal to the item specified on the requirement of the contract process. Item is sold ediscretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.

  29. PAYMENT: Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions, (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a perid of thirty-five (35) days after recording the Notice of The Amount re
- anaterials. Contractor shall make no changes in the work without specific prior written authorization by means of a 'change order' from the District permission.

  33. CHANGES: Contractor shall make no changes in the work without specific prior written authorization by means of a 'change order' from the District. Contractor shall not submit a claim for an adjustment of the contract, price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing before execution of the work.

  34. INTEGRATION CLAUSE: This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.

  35. CONTRACTOR'S LICENSE NOTICE: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

  36. NOTICE: Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party, as necessary.

  37. ATTORNEY'S FEES: In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts

- document shall be deemed void and of no consequence.
  39. SEVERABILITY CLAUSE: If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are

- severable.

  40. KEYS: Contractor shall comply with the sign the District's CONTRACTORS KEY ISSUE/SECURITY AGREEMENT prior to commencement of work.

  41. CINCERDIBITING: Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



# Cover Sheet Confidential & Privileged

To: Orlando De Leon

Oxnard School District

Site Address: Curren ES

Kamala ES Fremont MS Sierra Linda ES

Thurgood Marshall ES

From: Tasha Nesbitt

Date: March 20, 2018

Rev. 1

Phone: 805-644-8347

Email: info@criterionenv.com

Fax: 805-644-5347

Attached is our Service Agreement to conduct a pre-renovation asbestos and lead based paint assessment, and consulting services at the above referenced site. Upon approval, please sign, and email or fax back the signature page of the agreement.

Respectfully submitted,

## Tasha Nesbitt

Bookkeeper / Project Manager Criterion Environmental, Inc.

P 805-644-8347 F 805-644-5347 tnesbitt@criterionenv.com 1879 Portola Road, Ste. K, Ventura, CA 93003

Enc: Service Agreement, Terms & Conditions





# SERVICE AGREEMENT Pre Reno Asbestos & Lead Survey

To: Orlando De Leon From: Tasha Nesbitt

Oxnard School District

Site Address: Curren ES Date: March 19, 2018

Kamala ES Fremont MS Sierra Linda ES

Thurgood Marshall ES

#### Description of services to be provided:

Criterion Environmental Inc. (CEI) is pleased to submit this proposal to perform an assessment as needed to determine the existence of asbestos containing building materials (ACBM) and lead based paint (LBP). CEI will provide consulting services per the attached Standard Terms and Conditions. If applicable, appropriate recommendations for the abatement or proper management of asbestos and lead components will be provided.

This service agreement includes an estimated cost to perform the following services:

#### 1. Asbestos Survey:

All buildings constructed prior to 1980-1985 have potential for asbestos containing materials to be present. Our survey will be based on visual evidence, knowledge of building components and collection of bulk samples to document asbestos in building materials. The asbestos survey will include the following elements:

- Visual inspection of building components to identify suspect asbestos containing materials (ACM's).
- Collection of bulk samples from suspect materials.
- Bulk samples will be forwarded to an accredited laboratory for analysis by polarized light microscopy (PLM) method.
- Upon receipt of analytical data, materials testing positive for asbestos will be identified, with estimated quantities and conditions noted, and recommendations for abatement or other management provided as necessary.





#### 2. Lead Based Paint Survey:

XRF Survey: This option uses a field instrument (X-Ray Fluorescence or XRF gun) to characterize suspect painted surfaces and components. XRF equipment is used to sample materials suspected of being coated with lead-based paint and lead-containing materials by "reading" the suspect materials through direct contact. The advantage of this method is that it is a non-destructive method and allows for the collection of as many samples as time allows for the daily cost of the instrument. This survey can also identify lead in ceramic tiles or other suspect building materials.

#### 3. Preparation of Assessment Report

Upon receipt of analytical data, CEI will prepare a technical report, which includes a summary of field observations and an evaluation of laboratory data. In the event contamination or significant concerns are identified, CEI will provide recommendations for asbestos or lead abatement, or further assessment as needed. CEI can help select qualified remediation/abatement contractors and provide consulting services as needed for future action items.

#### **Optional Services - Post Remediation Sampling and Reporting**

If asbestos or lead abatements are required, it is strongly recommended that CEI monitor the process and collect verification samples from the property to document the process and provide clearance of the site. These additional services can be performed on a time and materials basis or under separate agreement.

#### **Assumptions:**

- This proposal assumes that all field services can be performed in one site visit of no more than 8 hours. Additional site visits will be billed hourly.
- Laboratory analytical fees will be billed in addition to the service fee for the site assessment. An appropriate number of air and surface/bulk samples will be collected for lead and asbestos analysis and sent to an AIHA-EMLAP accredited laboratory for analysis. The number of samples collected is dependent upon the size of the property, visible contamination and other site conditions. Asbestos samples will be billed at a rate of \$40 each at standard turnaround time. The client may be advised as to the number of samples recommended for analysis prior to performance.
- If additional site visits are required (i.e. follow-up assessment), additional charges will be incurred.
- Owner, client or representative will provide access to the property for the assessment.





- All services performed under this agreement are subject to Criterion Environmental's Standard Terms and Conditions (see attached).
- CEI will attempt to inspect and sample suspect materials within the defined project area
  as noted by the client. CEI can only sample those materials, which are accessible and
  will not perform destructive openings to observe within wall cavities, under floors or
  above ceilings without prior approval of the client. Destructive testing will typically incur
  additional cost and may require controls to prevent possible contamination of the site.

#### **Exclusions:**

- This proposal is for the assessment of accessible areas and does not include areas hidden from view or with blocked access.
- Sampling can provide some guidance, but should not be considered definitive. This
  assessment reflects the data collected from specific locations tested to identify asbestos
  or lead contamination in those locations and therefore, should not be considered
  comprehensive or all encompassing. The findings from this assessment will be based
  solely upon the subjective evaluation of limited data collected. Criterion Environmental
  will not be held responsible for conditions, which were not identified as part of this
  assessment.





#### **Curren Elementary School**

Pre- Reno Asbestos and Lead Based Paint Survey:

\$375 + Lab\*

Sample collection, travel time, project management fees & Written report

\*Laboratory Analytical Fees:

Asbestos Analysis by PLM Bulk Method (Est. 12 - 18)

\$40/sample

**Lead Based Paint testing by XRF method:** 

\$200

Asbestos Sample Shipping

\$50/shipment

Sampling Media & Equipment Fee

\$15

Additional Services: Site visits, consulting, etc. (if necessary)

\$110/hour + lab

Asbestos / Lead Abatement Specs (if needed)

\$250/each

ESTIMATED BUDGETARY COST (WITH ABATEMENT SPECS): \$1,860

#### Fremont Middle School

Pre- Reno Asbestos and Lead Based Paint Survey:

\$375 + Lab\*

Sample collection, travel time, project management fees & Written report

\*Laboratory Analytical Fees:

Asbestos Analysis by PLM Bulk Method (Est. 12 - 18)

\$40/sample

\$50/shipment

Lead Based Paint testing by XRF method:

\$200

Sampling Media & Equipment Fee

**Asbestos Sample Shipping** 

\$15

Additional Services: Site visits, consulting, etc. (if necessary)

\$110/hour + lab

**Asbestos / Lead Abatement Specs (if needed)** 

\$250/each

ESTIMATED BUDGETARY COST (WITH ABATEMENT SPECS): \$1,860

#### Sierra Linda Elementary School

Pre- Reno Asbestos and Lead Based Paint Survey:

\$375 + Lab\*

Sample collection, travel time, project management fees & Written report

\*Laboratory Analytical Fees:

Asbestos Analysis by PLM Bulk Method (Est. 12 - 18)

\$40/sample

Lead Based Paint testing by XRF method:

\$200

Asbestos Sample Shipping

\$50/shipment

Sampling Media & Equipment Fee

\$15

Additional Services: Site visits, consulting, etc. (if necessary)

\$110/hour + lab

Asbestos / Lead Abatement Specs (if needed)

\$250/each

ESTIMATED BUDGETARY COST (WITH ABATEMENT SPECS): \$1,860





#### Thurgood Marshall Elementary School

Pre- Reno Asbestos Survey:

\$375 + Lab\*

Sample collection, travel time, project management fees & Written report

\*Laboratory Analytical Fees:

Asbestos Analysis by PLM Bulk Method (Est. 12 - 18)

\$40/sample

**Asbestos Sample Shipping** 

\$50/shipment

Sampling Media & Equipment Fee

\$15

Additional Services: Site visits, consulting, etc. (if necessary)

\$110/hour + lab

Asbestos Abatement Specs (if needed)

\$250/each

ESTIMATED BUDGETARY COST (WITH ABATEMENT SPECS): \$1,410

#### Kamal Elementary School

Pre- Reno Asbestos and Lead Based Paint Survey:

\$375 + Lab\*

Sample collection, travel time, project management fees & Written report

\*Laboratory Analytical Fees:

Asbestos Analysis by PLM Bulk Method (Est. 12 - 18)

\$40/sample

Lead Based Paint testing by XRF method:

\$200

**Asbestos Sample Shipping** 

\$50/shipment

Sampling Media & Equipment Fee

\$15

Additional Services: Site visits, consulting, etc. (if necessary)

\$110/hour + lab

Asbestos / Lead Abatement Specs (if needed)

\$250/each

ESTIMATED BUDGETARY COST (WITH ABATEMENT SPECS): \$1,860

#### Kamala Elementary School Lighting Project (Interior Ceilings in Building 1 & Building 8)

#### Pre- Reno Asbestos and Lead Based Paint Survey:

\$375 + Lab\*

Sample collection, travel time, project management fees & Written report

\*Laboratory Analytical Fees:

Asbestos Analysis by PLM Bulk Method (Est. 20 - 25)

\$40/sample

Lead Based Paint testing by XRF method:

\$300

Asbestos Sample Shipping

Ventura, CA 93003

\$50/shipment

Sampling Media & Equipment Fee

\$15

Additional Services: Site visits, consulting, etc. (if necessary)

\$110/hour + lab

Asbestos / Lead Abatement Specs (if needed)

\$250/each

ESTIMATED BUDGETARY COST (WITH ABATEMENT SPECS): \$2,240

TOTAL ESTIMATED BUDGETARY COST (FOR ALL LOCATIONS): \$11,090



#### Criterion Environmental, Inc.

The undersigned hereby agrees to employ Criterion Environmental, Inc. (CEI) to perform the aforementioned services. By his or her signature below, the undersigned acknowledges that he or she has read and understands, and agrees to abide by, the attached Standard Terms and Conditions. All CEI invoices are due and payable upon receipt. Payments due and unpaid shall bear interest from and after 30 days following the invoice date at the rate of one and one-half percent (1½%) per month but not more than the maximum amount allowed by California law in effect on the date inserted below.

If it becomes necessary for CEI to pursue collection of any monies due us, the undersigned agrees to pay court costs and reasonable attorney's fees incurred prior to or following the initiation of arbitration or other legal proceeding to obtain or enforce a judgment even if CEI does not file a lawsuit.

Client:	(Please sign and return to accept.)		
Ву:			
	(Client's signature)	(Printed Name)	(Date)



## **Standard Terms & Conditions**

- I. Scope of Services- Criterion Environmental, Inc. (CEI) will perform the services described in the attached Service Agreement. CEI will also perform additional services to the extent and as described in written work orders or change orders signed by both Client and CEI. All such additional services will be performed on a time and materials basis per the attached Fee Schedules in accordance with and governed by these Terms & Conditions, unless otherwise specified in a writing signed by both parties. In the course of performing the services, CEI may recommend additional investigations, sampling and/or testing to add to the information base upon which conclusions are to be based, and as such shall be entitled to additional compensation for such additional work authorized by the Client. Each additional work order or change order will be numbered sequentially and attached to the Service Agreement.
- II. Limitation of Services- Client understands and agrees that CEI has done nothing to create or contribute to the presence of any hazardous waste, pollutants, chemicals, or other hazardous materials at the site address identified on page 1 of the Service Agreement ("Property"). Client further understands and agrees that it is not possible for CEI (or anyone else) to make an absolute and complete determination that the Property is or is not free from environmental contamination. Client agrees to retain the services of CEI for the sole purpose of assisting Client to evaluate potential environmental risks and hazards at the Property. Client agrees that CEI is only responsible for investigating the Property and for providing the services described in the Service Agreement. Client acknowledges that CEI's discovery of certain conditions and/or substances at the Property may result in economic loss to the Client and/or regulatory oversight. Client agrees to release CEI from and agrees not to hold CEI liable or responsible for any loss related to or connected with a decrease in the market value of the Property or any costs associated with corrective or remedial actions taken or to be taken at the Property. Other than as specifically provided in the Service Agreement, Client agrees to release CEI from and agrees not to hold CEI responsible or liable for any costs, expenses, injury or damage attributable to any disclosures, notifications, or reports that are required to be made to third parties, including the appropriate governmental agencies or authorities. Client further understands and agrees that CEI is not and should not be construed as a generator, storer, transporter, arranger for transport, or disposer of federally or state-listed hazardous materials, pollutants, or contaminants found or identified at the Property. In addition, Client acknowledges and agrees that CEI shall not be liable or responsible for the transportation, storage, treatment, disposal or disposition of federally or state-listed hazardous substances, pollutants or contaminated materials of any kind, whether or not directly or indirectly generated from or as a consequence of the services to be performed hereunder, except as specifically set forth in the Service Agreement. Client agrees to and accepts full and absolute responsibility and liability for the disposal of any such waste materials.
- III. Payment of Services- Client shall pay the balance due upon receipt of an invoice following completion of the services described in the Service Agreement and any modifications to it by written work order or change order. Should Client fail to pay any balance within 30 days of its due date, a service charge calculated at the rate of one and one-half percent (1½%) per month shall be assessed against Client and shall become immediately due and payable by Client in addition to any other amounts then due.
- **IV. Site and Information Access-** Client understands and agrees that his or her cooperation is vital to the successful completion of the services described in the Service Agreement. As such, the Client shall provide to CEI and its agents and subcontractors, at all times required for performance of services hereunder, full and complete access to the Property regardless of whether or not Client owns or controls the Property. Client shall also provide to CEI all information and documentation regarding any environmentally sensitive or hazardous conditions at, connected with or related to the Property and/or



surrounding areas whether known to exist by Client, in the possession of Client, or believed by Client to be known to or in the possession of a third party.

- V. Standard of Care- CEI shall perform all services described in the Service Agreement in accordance with the standards that are generally accepted by and consistent with the care and skill normally exercised by other members of the environmental profession in the same locality under similar conditions and circumstances. All such standards shall be measured as of the time services are provided hereunder. In performing all such services, CEI is acting as an independent contractor. Any compensation paid by Client to CEI shall be deemed to be paid for the professional services described in and rendered pursuant to the Service Agreement.
- VI. Liability Limitations- Client acknowledges and understands that neither CEI nor any of its employees, agents or subcontractors caused or produced the hazardous materials, substances and/or conditions to be investigated, evaluated, assessed, sampled and tested as described and provided in the Service Agreement ("Conditions"). Client further acknowledges and understands that CEI's employees, agents and subcontractors may be exposed and may expose others to hazardous materials, substances and conditions in order to perform such services for and on behalf of Client ("Exposures"). consideration for and recognition of the foregoing acknowledgements. Client agrees that CEI is not responsible or liable for the Conditions, and Client agrees to release CEI from any claim arising out of, connected with or related to the Conditions or Exposures. In further recognition of the foregoing, and in the event that CEI shall have a claim made against it, or become involved in litigation, arbitration or mediation proceedings because of claims, damages, injury or loss arising out of or related to the actual or alleged presence, discharge, release, or escape of hazardous substances of any kind, related to, connected with or otherwise arising out of the services performed or to be performed pursuant to the Service Agreement, whether or not such claim, damage, injury or loss is insured or covered by insurance, Client shall indemnify and defend CEI against and hold it harmless from all such claims, damages, injury or loss, including attorney's fees, incurred as a result. Client shall provide this indemnity even if CEI is partly responsible for the claim, damage, injury or loss, but Client shall not provide indemnity for claims or losses caused by the sole negligence or willful misconduct of CEI or its employees. Furthermore, CEI shall not be liable or responsible for any incidental or consequential loss or damage, including but not limited to punitive damages, loss of profits or revenues, loss of use of a facility or land or the Property, delay in construction or the action of regulatory agencies or authorities incurred by Client or anyone for whom Client is responsible or with whom Client is affiliated. If it should ever be determined that any indemnity obligation or liability limitation provision set forth in the Service Agreement is not enforceable against or applicable to Client, for any reason, or should CEI be found or held to be liable for damages to Client related to, connected with or otherwise arising out of the services performed or to be performed hereunder, Client hereby acknowledges and agrees that the total cumulative liability of CEI to Client shall not exceed 100% of the payment or payments actually made to and received by CEI as compensation for the services performed or to be performed pursuant to the Service Agreement.
- VII. Arbitration- Any controversy arising out of the services described in the Service Agreement or regarding the interpretation or enforcement of the Service Agreement, or any of the Standard Terms and Conditions that are a part thereof, is subject to arbitration. Client and CEI are bound, each to the other, by this arbitration clause. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association that are in effect at the time the demand for Arbitration is filed. Venue for such arbitration shall be in the County of Ventura. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble of arbitration. The parties shall have the right to discovery in accordance with California Code of Civil Procedure section1283.05. In addition to the grounds for vacation or correction of an arbitration award set forth in California Code of Civil Procedure





sections 1285 et seq., a court of competent jurisdiction shall vacate the award if the court determines that an error of law appears on the face of the award. A judgment rendered thereon may be entered in any court having jurisdiction thereof if the arbitration award is not paid within twenty-one (21) days following service of the award.

**VIII.Attorney Fees-** In the event that legal action or arbitration is instituted in order to interpret or enforce any provision contained in the Service Agreement, or other legal proceeding is initiated arising out of or related to the subject matter of the Service Agreement, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Service Agreement, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount so as to compensate said prevailing party for any attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge or arbitrator in any such action.

**IX. Miscellaneous Provisions**- The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified or amended except pursuant to a written instrument executed by all parties hereto. This Agreement shall be governed by the laws of the state of California.

#### **OSD BOARD AGENDA ITEM**

			J DOTALD TROUBLE THE			
Name	of Contributor: Robin	n Freemai	Date of Meeting: 4/18/18			
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda		Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities			
D.	Action Items					
F.	Board Policies	1st Poo	ling 2 <sup>nd</sup> Reading			
٠.	Doard Folicies	i itea	ang 2 iteaung			
Approval of Agreement #17-283 – Staff Rehab (Freeman/Sugden)						
Staff Rehab will provide supplemental staffing including Speech Language Therapist, Occupational Therapist and Psychologist, to the Oxnard School District on an "as needed" basis. Staff Rehab will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.						
Term of Agreement: April 19, 2018 through July 20, 2018						
FISCAL IMPACT:						
Not to exceed \$40,000.00, per hourly rates stated on attached rate sheet - Special Education Funds						

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-283 with Staff Rehab.

#### ADDITIONAL MATERIAL(S):

Attached: Agreement #17-283, Staff Rehab (4 Pages)

Scope of Services (8 Pages)

Rate Sheet (1 Page)



## OSD AGREEMENT #17-283 Staffing Service Agreement

#### **Services**

Subject to availability, StaffRehab will provide staffing services on request from **Oxnard School District** here in referred to as "Client" as needed. Staff Rehab will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, other protected category, or the presence of a non-job related medical condition or disability. The contents of all appendixes and addenda are incorporated herein by reference set forth in this agreement

#### <u>Assignments</u>

Client shall have the right of refusal regarding the candidates to be provided.

Candidates shall perform the services at the work site of the Client and during the normal work hours of the Client. The Client understands and agrees that any personnel assigned to the Client by StaffRehab, pursuant to this agreement, shall perform all services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client

#### **Location/Supervision**

Client will provide, at no cost to StaffRehab, working space facilities, and related services and supplies necessary to support StaffRehab associates. StaffRehab will work under the supervision and direction of the Client

#### **Liability Insurance**

StaffRehab shall maintain and provide to the Client, upon written request, the following information for any personnel provided. Candidates requiring special certification or license will be provided to the Client by StaffRehab.

Proof of valid professional license if applicable. Proof of insurance coverage, such is defined herein:

Worker's Compensation Insurance per statutory requirements

StaffRehab shall procure and maintain insurance, and upon request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability \$1,000,000 per claim, \$3,000,000 Aggregate

#### **Cancellations**

On short-term assignments (of one to fourteen days), cancellations must be made forty-eight (48) business hours prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is charge on any cancellation made with less than forty-eight (48) business hours advance notice. On long term assignments (of two

or more weeks), Client must provide a two week notice of cancellation to StaffRehab. A cancellation fee of one-half (1/2) the scheduled hours for any shift cancelled is charge on any cancellation made with less than two week's advance notice.

#### Dismissals

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

# **Proprietary Information**

Client shall be sole and exclusive owner and have full title and unrestricted rights to any proprietary information and intellectual property developed, utilized or modified in the performance of the services and deliverables under this contract. Except to the extent necessary to perform the duties assigned to him or her by the Client, the StaffRehab associate will hold such proprietary information and intellectual property in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the proprietary information, and intellectual property, and may in no event take any action causing or fail to take the action necessary in order to prevent proprietary information and intellectual property, developed by the StaffRehab associate, to lose its character or cease to qualify as proprietary information and intellectual property, without in each instance securing the prior written approval of the Client.

# **Hourly Rates**

Client shall pay StaffRehab a fee at an hourly bill rate by job class for each hour worked buy a StaffRehab associate as set forth in the Start Confirmation Sheet. Overtime and Holiday hours worked will be billed at 1.5 times the straight time hourly bill rate. Overtime hours will be determined in accordance with applicable Federal and State Laws. StaffRehab shall submit invoices on a weekly basis to Client for hours worked the previous week together with a copy of the time reports signed or confirmed by a Client representative. Invoices are to be paid within ten (10) days of the billing date. Billing rates charge to Client shall be adjusted to reflect any and all increases in the federal and state unemployment tax rates, workers compensation costs and social security rates.

### **Direct Hire Fees**

A contingency direct hire fee of 25% of the candidate's annual salary is due and payable in full within (30) days of invoice, Contingency Direct Hire fee will be invoiced by StaffRehab when offer, verbal or otherwise, is made by Client and accepted by Candidate. Replacement Policy: If the candidate placed with Client voluntarily terminates their employment or is terminated for cause within thirty (30) days from the candidate start date, StaffRehab will offer a replacement courtesy for that candidate. Replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice. If candidate placed with Client voluntarily terminates employment or is terminated within 90 days of start date StaffRehab will provide prorated refund.

# **Hiring Prerogative**

Client, and its subsidiaries, shall not at any time, directly or indirectly, hire, offer employment to, or otherwise use the services of any StaffRehab associate or former StaffRehab associate until one (1) year shall have expired from the last date of service by that StaffRehab associate to client.

If Client wishes to hire any StaffRehab associate working under agreement for less than 1500 hours, Client shall give StaffRehab thirty (30) days prior written notice of intention to offer employment to any StaffRehab associate. If Client hires any StaffRehab associate previously referred during the preceding twelve (12) month period, a percentage of that associate's annual income is owed StaffRehab by Client based on the details and percentage scale outlined below:

# **Conversion Fees**

Client agrees and warrants to pay StaffRehab a percentage of the associate's annual salary offer, upon employment from StaffRehab by Client.

Length of time on assignment	Conversion Fee
0-519 hours	25% of proposed annualized salary
520 hours – 1039 hours	20% of proposed annualized salary
1040 hours – 1499 hours	15% of proposed annualized salary
1500 + hours	\$2000 flat rate fee

When Client includes on its payroll any Candidates formerly referred to Client by StaffRehab, that Candidate immediately ceases to be an independent contractor with respect to Client, and StaffRehab is no longer liable in any way for that person's actions or omissions.

#### **Payment Terms**

Client is billed on a weekly basis with payment due within ten (10) days. All invoices will be sent via email. Any outstanding balances not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month - 18% annual rate, or such lesser amount as necessary to ensure that charge does not exceed the maximum allowable by law.

Client agrees to investigation by StaffRehab of Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. StaffRehab reserves the right to refuse to enter into this Agreement, in its sole discretion, for any reason, including, but not limited to the results of the credit history inspection. StaffRehab reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

#### **Contract Termination**

This agreement remains in effect from April 19, 2018 through July 20, 2018. This agreement shall be terminable by either party upon thirty (30) days written notice. For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

StaffRehab 5000 Birch Street Suite 3000, West Tower Newport Beach, CA 92660

# **Entire Agreement**

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

# **Assignment**

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

# **Governing Law**

The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the state of California. All actions, including arbitration, arising out of this Agreement, shall be in Orange County, CA.

# **Severability**

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

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

respect to the obligations, rights, and duties contained herein.
In witness whereof, the parties have executed, sealed and delivered this agreement on this day of April 2018.
Rockstar Recruiting a limited liability corporation DBA: Staff Rehab
Sara Palmer, on behalf of Rockstar Recruiting LLC
Title: CEO
Date:
Signed:
Company Name: Oxnard School District
Authorized Representative: Lisa A. Franz
Title: <u>Director, Purchasing</u>
Signed:
Date:



# StaffRehab Scope of Services

# Occupational Therapy (OT) Scope of Services

Occupational therapy Services are based on engagement in meaningful activities of daily life especially to promote or encourage participation in such activities despite impairments or limitations in physical or mental functioning

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Certified Occupational Therapy Assistants
- Professional Development

#### **Assessments and Determination of Services:**

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# Speech-Language Pathologist (SLP) Scope of Services

Speech Language Pathology Services are based on corrective or rehabilitative treatment of physical and/or cognitive deficits/disorders that result in difficulty with verbal communication.

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Clinical Fellows or Speech Language Pathology Assistants
- Professional Development

# **Assessments and Determination of Services:**

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# **School Psychologist Scope of Services**

Psychological Services are based on evaluation and treatment of adolescent's intellectual, social and emotional needs.

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Clinical Fellows or Speech Language Pathology Assistants
- Professional Development

# **Assessments and Determination of Services:**

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# Adapted Physical Education Teacher (APE Teacher) Services

Adapted Physical Education Services is adapted to address the individualized needs of those who have gross motor developmental delays. Plan programs to meet the needs of students as indicated in the IEP.

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Clinical Fellows or Speech Language Pathology Assistants
- Professional Development

#### Assessments and Determination of Services:

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# **Audiologist Scope of Services**

Audiologists provides services for students with a hearing loss that negatively impacts communication skills and/or access to the core curriculum.

Adapted Physical Education Services is adapted to address the individualized needs of those who have gross motor developmental delays. Plan programs to meet the needs of students as indicated in the IEP.

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Clinical Fellows or Speech Language Pathology Assistants
- Professional Development

#### **Assessments and Determination of Services:**

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# **Orientation and Mobility Services Scope of Services**

Orientation and Mobility Services teachers serve as a member of the multidisciplinary team in developing and implementing individualized education programs for children with visual impairments.

Adapted Physical Education Services is adapted to address the individualized needs of those who have gross motor developmental delays. Plan programs to meet the needs of students as indicated in the IEP.

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Clinical Fellows or Speech Language Pathology Assistants
- Professional Development

# **Assessments and Determination of Services:**

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# **Nursing Scope of Services**

Nursing Services are either 1:1 or health room positions; includes oversight of school health services and to promote overall health education.

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Clinical Fellows or Speech Language Pathology Assistants
- Professional Development

#### **Assessments and Determination of Services:**

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# Physical Therapist Scope of Services

Physical Therapists develop, implement and coordinate the physical therapy program for students within the IEP.

Services include student assessment, program development, treatment, and ongoing collaboration with parents and staff members.

Consultant services shall include, but may not be limited to the following:

- Assessments
- Pre-Referral Strategies
- Individualized Education Plans
- Participation on Student Study Teams
- Educationally Relevant Interventions
- Individual, Small-Group, Classroom-Based and Consultative Intervention Models
- Treatment Notes, Progress Reports, Required Documentation
- Program Design and Development
- May include the Supervision of Clinical Fellows or Speech Language Pathology Assistants
- Professional Development

#### **Assessments and Determination of Services:**

Our clinicians work hard to establish relationships with school instructional and administrative personnel. As participants of a multiple disciplinary team, our clinicians screen and evaluate in order to determine the eligibility for services. They contribute to the development of each students Individualized Education Plan (IEP) and help develop skills that promote academic, functional and vocational learning.

Our candidates will be performing assessments and evaluations when identifying students that qualify for services. Accurate and timely evaluations will be provided with the approved assessments and materials. All information shall be accurate as defined by IDEA, COMAR, and Schools' Business Rules. A copy of the written evaluation will be given to the assigned school contact.



# **Rate Sheet**

Speech Language Pathology	\$75 – \$90 per hour
Occupational Therapist	\$75 – \$85 per hour
Physical Therapist	\$65 – \$80 per hour
Certified Occupational Therapists and SLPA	\$45- \$58 per hour
Special Education Teachers & Resource	\$55 – \$65 per hour
Specialists	
School Psychologists	\$75 – \$90 per hour
APE Teachers	\$70 - 80 per hour
LVN	\$45 – 50 an hour
RN	\$55 - 65 per hour
CSN	\$75 - 95 per hour
BCBA	\$65 – 75 per hour
DIS Counselors	\$75 – 85 per hour
VI, OM & DHH Teachers	\$75 – 85 per hour
Social Workers	\$55 – 65 per hour
Paraeducators	\$40 – 55 per hour

# **OSD BOARD AGENDA ITEM**

Name	Name of Contributor: Robin Freeman Date of Meeting: 4/18/18		
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment X Special Education Support Services Personnel Legal Facilities	
F.	Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading _	
Approv	val of Agreement #17-	284 – Autism Learning Partners LLC	(Freeman/Sugden)
1:1 Bel	_	will work with the Special Education So to students, parents, and staff during t	
•	Transition Planning for		
FISCA	L IMPACT:		
	exceed \$10,000.00, per tion Funds	hourly rates stated on attached 2027-2	2018 rate sheet - Special
DECO	MMENDATION:		

#### RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-284 with Autism Learning Partners LLC.

# **ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-284, Autism Learning Partners LLC (13 Pages)

2017-2018 Rate Sheet (5 Pages) Certificate of Insurance (8 Pages)

#### OXNARD SCHOOL DISTRICT

# **Agreement #17-284**

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 18th day of April, 2018 by and between the Oxnard School District ("District") and Autism Learning Partners LLC ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

# **RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

# **OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from April 19, 2018 through June 30, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 5. **Termination**. This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
  - a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.
- 6. **Inspection and Final Acceptance**. District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.
- 7. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.
- 8. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

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

- 9. **Use of Documents by District**. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 10. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.
  - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
  - b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
  - c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 11. **Independent Contractor**. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.
  - a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
  - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
- 12. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

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

- 13. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.
  - a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
  - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
- 14. **Conflict of Interest; Disclosure of Interest**. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.
  - a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b.	Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [] does [X] does not qualify as a "designated employee".
	(Initials)
c.	Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.
	(Initials)

- 15. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
  - a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

    (Initials)

- 16. **Unauthorized Aliens**. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
- 17. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.
- 18. **Assignment**. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 19. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.
- 20. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.
  - a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
  - b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

#### 21. **Indemnification**.

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

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

(Initials)
------------

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.
- 22. **Insurance**. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.
- 23. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1051 South A Street Oxnard, California, 93030 Attention: Amelia Sugden Phone: 805.385.1501, x2175

Fax: 805.487.9648

To Consultant: Autism Learning Partners LLC

505 N. Brand Blvd., Suite #1000

Glendale, CA 91203 Attention: Nani Escudero Phone: (818) 241.6780, x295

Fax:

Email: nescudero@autismlearningpartners.com

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

- 24. **Excusable Delays**. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
- 25. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.
- 26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	AUTISM LEARNING PARTNERS LLC:		
Signature	Signature		
Lisa A. Franz, Director, Purchasing Typed Name/Title	Typed Name/Title		
Date	Date		
Tax Identification Number: 95-6002318	Tax Identification Number:		

Not Project Related
✓ Project #17-284

# EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #17-284

# **SERVICES**

T.	Consultant will	perform the	following	Services	under the (	Captioned A	Agreement:
1.	Consultant win	periorin une	10110 WILLS	DCI VICCS	unuci unc c	zapuoneu <i>r</i>	agreement.

# \*PER ATTACHED 2017-2018 RATE SHEET

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

# \*PER ATTACHED 2017-2018 RATE SHEET

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

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

V. Consultant will	utilize the following personnel to accomplish the Services:
	None.
	See attached list.
$\square$	l utilize the following subcontractors to accomplish the Services (check one):  None.  See attached list.

# VII. AMENDMENT

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

Not Project Related
✓ Project #17-284

# EXHIBIT B TO AGREEMENT FOR CONSULTANT SERVICES #17-284

#### **COMPENSATION**

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

Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached 2017-2018 Rate Sheet, unless additional compensation is approved in writing by the District.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed  $\frac{\$ \ N/A}{A}$  per hour without written authorization from the District Superintendent or his designee.
- III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
  - B. Line items for all supplies properly charged to the Services.
  - C. Line items for all travel properly charged to the Services.
  - D. Line items for all equipment properly charged to the Services.
  - E. Line items for all materials properly charged to the Services.
  - F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$10,000.00, as provided in Section 4 of this Agreement.

Not Project Related
☑ Project #17-284

# EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #17-284

# **INSURANCE**

I.	Insurance	Requirements.	Consultant shall	provide and mainta	ain insurance,	acceptable to tl	ne District
Superin	ntendent or	District Counsel,	in full force and	effect throughout th	ne term of this	Agreement, again	inst claims
for inju	uries to per	sons or damages	to property which	may arise from or i	n connection v	vith the performa	ince of the
work h	nereunder b	y Consultant, its	agents, representa	atives or employees.	Insurance is	to be placed wi	th insurers
authori	ized to cond	duct business in th	ne State of Califor	nia and with a curre	nt A.M. Best's	rating of no less	than A, as
rated b	y the Curre	ent edition of Best	's Key Rating Gu	ide, published by A	.M. Best Comp	oany, Oldwick, N	Jew Jersey
08858.	Consultan	it shall provide the	e following scope	and limits of insuran	ce:		

- A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:
- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
  - (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
  - (3) Insurance coverage should include:
    - 1. owned, non-owned and hired vehicles;
    - 2. blanket contractual;
    - 3. broad form property damage;
    - 4. products/completed operations; and
    - 5. personal injury.
  - (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
- II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:
- A. <u>All Policies</u>. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District
  - B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.
- (1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and

Not Project Related
☑ Project #17-284

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

- (2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.
- III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related
✓ Project #17-284

# EXHIBIT D TO AGREEMENT FOR CONSULTANT SERVICES #17-284

#### CONFLICT OF INTEREST CHECK

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

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

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

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



# RATE SHEET 2017-2018

Service	RATE PER HOUR
Description	
1:1 Direct Service by Behavior Technician -	\$55.00
Behavior Intervention Implementation (BII)	
Social Skills Classes Group Rate (per student ratio of 1:2 or 1:3) * Group rate requires a minimum of two students. Groups of 4 or more will require two staff members	\$40.00
*1-1 social skills classes available at the BII 1-1 Direct Service Rate listed above	
Clinical Supervision by Master Level – Behavior Intervention Development (BID)	\$80.00
Clinical Supervision by BCBA –	
Behavior Intervention Development (BID)	\$100.00
Functional Behavior Assessment by Master's Level Staff	\$80.00
Functional Behavior Assessment by BCBA	\$100.00
Group Training by Master's Level Staff	\$80.00
Group Training by BCBA	\$100.00

Tax ID: 26-3494212



# **About Autism Learning Partners (ALP)**

Autism Learning Partners is a national leader in the field of special needs services and a full service provider that specializes in the treatment of autism and other developmental disabilities. Our broad thinking approach addresses the whole child by collaborating with school administrators, doctors, therapists, and specialists. Our goal is to work together to make progress possible.

For close to 30 years, **Autism Learning Partners** has been a leader in the delivery of Applied Behavior Analysis (ABA) for children with Autism, providing comprehensive clinical services (BII, BID), as well as Social Skills Training/Groups and Early Intervention Services. Our commitment is to provide the highest level of clinical care and collaborate closely with school district personnel, including empowering and training teachers and school administrators to provide the highest level of ABA therapy while providing outcome focused care and supporting schools with cost savings strategies which include, progress reporting, and transition planning for students who demonstrate progress, significant and sustainable improvement and meet measured goals. Autism Learning Partners is unique as services are provided in the school, home and in the community.

Autism Learning Partners (ALP) focuses on:

- 1-1 ABA School Support & In-Home Services
- ABA Progress Reporting
- Training & Development for Special Education Personnel
- Quality Clinical and Outcome Focused ABA Services
- Social Skills Instruction
- Transition Planning for Students Demonstrating Progress
- Positive Collaboration with Schools and Parents

Our desire is to be the best and most trusted partner to your school for the provision of ABA services for special needs children and support the child's social, interpersonal and academic development by working as a coordinated team.

#### Mission:

The mission of Autism Learning Partners is to provide the highest level of clinical expertise to facilitate significant and sustainable improvement for the individuals and families we serve.



# **Our Vision:**

Autism Learning Partners strives to give hope, support and paths of progress for children and their families living with Autism and related disorders. We believe that a tailored, comprehensive care plan managed by our exceptional clinical talent, partnered with love and commitment of all staff collaborating with the child including integrating the family into treatment, allows each child to achieve his or her maximum potential.

#### Section I:

# **Overview of Services**

Autism Learning Partners is committed to providing quality clinical care on all cases assigned and is also committed to developing staff and sharing our expertise for the development of the special needs program. Prior to the onset of services, Autism Learning Partners can provide a **one time orientation of services** at no cost to your school.

# **Deliverables**

#### **Clinical Services:**

Autism Learning Partners provides clinically appropriate and effective treatment services individualized to fit the classroom and students' needs. To this end the following services are recommended:

# 1:1 Direct Services: - Behavior Technician (BT)

ALP will offer (ABA) trained Behavior Technicians (BT) to support students with a higher level of need in a 1:1 capacity in the classroom. Behavior Technicians work under the supervision of a Board Certified Behavior Analyst (BCBA) or Master's Level Staff. The BT will provide support to help the student successfully and independently function in the classroom environment and address/reduce challenging behaviors to help the student access the curriculum. This service should be reviewed quarterly to adjust the level of support as to not interfere with the students independence should progress have been made.

# Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

A Board Certified Behavior Analyst (BCBA) is a graduate-level staff who is board certified in behavior analysis and provides behavior-analytic services. BCBA's supervise the work of Behavior Technicians and other staff who implement behavior-analytic interventions (Applied Behavior Analysis - an Evidenced Based Intervention for special needs students). BCBA's directly support the needs of Special Education Departments.



# (Continued) - Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

Consultation or Clinical supervision is provided by a BCBA or Masters Level Staff and is designed to support Special Education Departments based on services needed and also provides parent education as deemed fit by the school. ALP is available to help support staff in creating and implementing behavior programs.

Clinical Supervision in a school setting consists of overseeing a child's behavior plan. The plan is implemented by an interventionist or trained behavior aid and is overseen by a clinical supervisor who is continually updating goals as a child reaches mastery criteria.

Support is provided to staff to make sure everyone is on board with the intervention plan and is following through. The ultimate goal is to reduce challenging behaviors in the classroom so that the student can access the curriculum.

The Clinical Supervisor will meet with designated school personnel, as identified by the Special Education Department, to discuss behavioral plans, concerns and challenges that the student is experiencing in the classroom and determine an intervention plan based on the IEP and clinical observation. ALP works with staff to determine an appropriate transition plan. Services are faded once the student's challenging behaviors have been reduced, the student has reached maximized independence and when the student no longer needs support and is ready to be mainstreamed with typical peers.

# Functional Behavior Assessment by BCBA or Master's Level Staff

A Functional Behavior Assessment is conducted by a BCBA and is designed to help us understand why a certain behavior is occurring. Once the assessment is completed and the BCBA determines the reason an inappropriate behavior may be occurring, we can then influence the behavior. All behaviors have a function and the goal is to teach the student an appropriate replacement behavior while extinguishing inappropriate behaviors.

It is critical that challenging behaviors are observed and other target skills for acquisition within this initial assessment. The length of this assessment can vary. From there, a treatment plan is designed and submitted to the special education department that recommends treatment services based on the individual needs of the student.



# **Social Skills Classes – Group Rate** (ratio of 1:2 or 1:3)

One of the most prevalent challenges for individuals with autism spectrum disorder is in the area of social skills. This includes difficulty with observational skills, eye contact, play interactions, social pragmatics, taking another's perspective, making inferences, and sharing enjoyment and building relationships.

The assessment and intervention "matching" process is different from a one-size-fits all approach that involves generic behavioral interventions for unique and individual behavioral excesses and deficits. We believe that achievement in the domain of social interaction greatly improves the quality of life for a learner and we place a premium on screening, assessment, and individually tailored interventions.

# **Training – Staff & Parent Training**

ALP offers training to teachers and classroom aides on behavioral intervention principles to facilitate progress and support for students with these needs. Training will focus on various aspects of behavioral intervention including reinforcement, environmental manipulation, prompting hierarchy and managing maladaptive behaviors. The structure of the training is to provide hands-on training at first and then gradually fade back until mastery on the above intervention is displayed.

ALP can also provide workshops for parents on the above topics to reinforce techniques taught to students and encourage continued progress in the home. For full list of Training Topics, please see training Flyer.

Autism Learning Partners strives to serve as the best and most trusted partner to your school and empower special needs children's in the road to progress by working as a coordinated team. For additional information, visit www.autismlearningpartners.com.

# **Proposal Contact Info**

### Clinical questions, contact:

Sherri D. Ragan, LMFT, BCBA, Associate Clinical Director 73 N Palm St, Suite F1, Ventura, CA 93001 818.298.4574 Cell, <a href="mailto:SRagan@autismlearningpartners.com">SRagan@autismlearningpartners.com</a> www.autismlearningpartners.com

# **Questions regarding this proposal, contact:**

**Nani Escudero**, Director of Community Partnerships & Development 818.241.6780 ext. 295 Office, nescudero@autismlearningpartners.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2017

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).

this certificate does not comer rights to the certificate holder in ned of such endorsement(s).				
PRODUCER SullivanCurtisMonroe Insurance Services	CONTACT NAME:			
550 South Hope Street,	PHONE (A/C, No, Ext): 213-233-0400 FAX (A/C, No): 21	13-892-1593		
Suite 1000 Los Angeles, CA 90071	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
www.SullivanCurtisMonroe.com License # 0E83670	INSURER A: Philadelphia Indemnity Insurance Co	18058		
INSURED	INSURER B: Wesco Insurance Company	25011		
Autism Learning Partners, LLC (See Named Insured schedule for addtn'l names)	INSURER C: Milwaukee Casualty Insurance Company	26662		
505 N. Brand Blvd., Suite 1000	INSURER D:			
Glendale CA 91203	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 38010557 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	ISR TYPE OF INSURANCE		JBR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
Α	✓ COMMERCIAL GENERAL LIABILITY	1	PHPK1704267	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ✓ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	POLICY PRO- JECT ✓ LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:					\$
Α	AUTOMOBILE LIABILITY		PHPK1704267	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ✓ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
Α	✓ UMBRELLA LIAB ✓ OCCUR		PHUB598486	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 10,,000,000
	DED ✓ RETENTION \$10,000					\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WWC3301140- All States	9/1/2017	9/1/2018	✓ PER OTH- STATUTE ER
С	ANYPROPRIETOR/PARTNER/EXECUTIVE T/ N	N/A	MWC1019971-CO	9/1/2017	9/1/2018	E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			PHPK1704267 PHPK1704267	9/1/2017 9/1/2017	9/1/2018 9/1/2018	\$1,000,000 occ / \$3,000,000 agg \$1,000,000 occ / \$2,000,000 agg

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

Oxnard School District is named as an additional insured per the attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District 1051 South A St Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	AUTHORIZED REPRESENTATIVE  Catherine Chang, CIC, CRM
	5, ,

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY	<b>CUSTOMER</b>	ID: PACIFCHI
--------	-----------------	--------------

LOC #:

	ž
ACORD	9

# ADDITIONAL REMARKS SCHEDULE

Page	of

AGENCY		NAMED INSURED
SullivanCurtisMonroe Insurance Services		Autism Learning Partners, LLC (See Named Insured schedule for addtn'l names) 505 N. Brand Blvd., Suite 1000 Glendale CA 91203
POLICY NUMBER		
PHPK1704267		
CARRIER	NAIC CODE	
Philadelphia Indemnity Insurance Co	18058	EFFECTIVE DATE: 9/1/2017

#### ADDITIONAL REMARKS

# THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Oxnard School District

ADDRESS: 1051 South A St Oxnard CA 93030

ADDITIONAL NAMED INSUREDS:

Autism Learning Partners, LLC

Pacific Child & Family Associates, LLC (inactive)

Autism Services of Central Pennsylvania, LLC

dba: Autism Services North, LLC

Children's Learning Connection, LLC

Autism Acquisition Holdings, Inc

PCF Opco Holdings, Inc.

Autism Intervention Specialists, LLC

dba: Austim Learning Partners

Aspire Autism, LLC

Proof Positive ABA Therapies, LLC

Autism Continuum Therapies, LLC (inactive)

Autism Learning Partners Holdings, LLC

A is for Apple, Inc.

# K. Key and Lock Replacement - Janitorial Services Client Coverage

# **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- **a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
  - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - **(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- **c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

#### L. Additional Insureds

#### SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Page 6 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© 2011 Philadelphia Indemnity Insurance Company

Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- **a.** Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. Funding Source Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- **(2)** Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

Page 7 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© 2011 Philadelphia Indemnity Insurance Company

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

- h. **Grantors of Permits** Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - **(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - **(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- **j. Franchisor** Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

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

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

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

#### Page 9 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© 2011 Philadelphia Indemnity Insurance Company

- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
  - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
  - (2) This insurance does not apply to:
    - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
    - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2**. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- N. Unintentional Failure To Disclose Hazards

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Page 10 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© 2011 Philadelphia Indemnity Insurance Company

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### P. Liberalization

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### Q. Bodily Injury - Mental Anguish

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- **a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

#### R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- **1. SECTION V DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:
  - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- **a.** Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- **b.** Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

#### Page 11 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© 2011 Philadelphia Indemnity Insurance Company

### **OSD BOARD AGENDA ITEM**

Name	Name of Contributor: Robin Freeman Date of Meeting: 4/18/18			
A-1. A-II. B. C.	Study Session Closed Session Preliminary Reports Hearings Consent Ager	n		
		Personnel Legal		
D.	Action Items	Facilities		
F.	Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading		
Approv	val of Agreeme	nt #17-285 – Actum Clinical & Behavioral Services (Freeman/Sugden)		
an Inde docume assess	Actum Clinical & Behavioral Services will work with the Special Education Services Department as an Independent Educational Evaluator to provide ecological behavior assessments including document review, school and home visits, and interviews with relevant school staff and family. The assessments will provide information synthesis, behavior program and instructional content development, and a written report.			
FISCA	L IMPACT:			
Not to	Not to exceed \$30,000.00 per attached hourly rate - Special Education Funds			
RECO	MMENDATION:			
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-285 with Actum Clinical & Behavioral Services.				
ADDITIONAL MATERIAL(S):				
	Attached:	Agreement #17-285, Actum Clinical & Behavioral Services (13 Pages) Proposal (1 Page) Certificate of Insurance (2 Pages)		

#### OXNARD SCHOOL DISTRICT

#### **Agreement #17-285**

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 18th day of April, 2018 by and between the Oxnard School District ("District") and Actum Clinical & Behavioral Services ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

#### **RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

#### **OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from April 19, 2018 through June 30, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 5. **Termination**. This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
  - a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.
- 6. **Inspection and Final Acceptance**. District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.
- 7. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.
- 8. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

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

- 9. Use of Documents by District. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 10. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.
  - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
  - b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
  - c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 11. **Independent Contractor**. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.
  - a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
  - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
- 12. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

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

- 13. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.
  - a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
  - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
- 14. **Conflict of Interest; Disclosure of Interest**. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.
  - a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b.	Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [] does [X] does not qualify as a "designated employee".
	(Initials)
c.	Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.
	(Initials)

- 15. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
  - a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

    (Initials)

- 16. **Unauthorized Aliens**. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
- 17. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.
- 18. **Assignment**. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 19. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.
- 20. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.
  - a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
  - b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

#### 21. **Indemnification**.

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

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

	/T 1 \
- 1	(Initials)
	i mmuais <i>i</i>

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.
- 22. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.
- 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

> 1051 South A Street Oxnard, California, 93030

Attention: Amelia Sugden Phone: 805.385.1501, x2175

Fax: 805.487.9648

To Consultant: Actum Clinical & Behavioral Services

23679 Calabasas Road, #261

Calabasas, CA 91302

Attention: Mitchell Taubman, Ph.D. Phone: (818) 338.6443, x700

Fax:

Email: mtaubman@actumservices.com

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

- Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
- 25. Authority to Execute. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.
- Administration. AMELIA SUGDEN shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	ACTUM CLINICAL & BEHAVIORAL SERVICES		
Signature	Signature		
Lisa A. Franz, Director, Purchasing Typed Name/Title	Typed Name/Title		
Date	Date		
Tax Identification Number: 95-6002318	Tax Identification Number:		

Not Project Related
✓ Project #17-285

# EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #17-285

#### **SERVICES**

I.	Consultant will	perform the	following	Services	under the O	Captioned A	greement:

#### \*PER ATTACHED PROPOSAL

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

#### \*PER ATTACHED PROPOSAL

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

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

V. Consultant will utilize the following personnel to accomplish the Services:	
☑ None.	
☐ See attached list.	
VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):  ☑ None.	
☐ See attached list.	

#### VII. AMENDMENT

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

Not Project Related
✓ Project #17-285

## EXHIBIT B TO AGREEMENT FOR CONSULTANT SERVICES #17-285

#### **COMPENSATION**

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the attached Proposal, unless additional compensation is approved in writing by the District.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed  $\frac{\$ \ N/A}{A}$  per hour without written authorization from the District Superintendent or his designee.
- III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
  - B. Line items for all supplies properly charged to the Services.
  - C. Line items for all travel properly charged to the Services.
  - D. Line items for all equipment properly charged to the Services.
  - E. Line items for all materials properly charged to the Services.
  - F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$30,000.00, as provided in Section 4 of this Agreement.

Not Project Related
✓ Project #17-285

## EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #17-285

#### **INSURANCE**

I.	<b>Insurance</b>	Requirements.	Consultant shall	provide and mainta	ain insurance,	acceptable to th	e District
Superin	tendent or	District Counsel,	in full force and	effect throughout th	ne term of this	Agreement, again	nst claims
for inju	ries to pers	sons or damages	to property which	may arise from or i	n connection v	vith the performan	nce of the
work he	ereunder b	y Consultant, its	agents, representa	atives or employees.	Insurance is	to be placed wit	h insurers
authoriz	zed to cond	duct business in th	ne State of Califor	nia and with a curre	nt A.M. Best's	rating of no less	than A, as
rated by	the Curre	ent edition of Best	's Key Rating Gu	ide, published by A	.M. Best Comp	oany, Oldwick, N	ew Jersey
08858.	Consultan	t shall provide the	e following scope	and limits of insuran	ce:		

- A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:
- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
  - (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
  - (3) Insurance coverage should include:
    - 1. owned, non-owned and hired vehicles;
    - 2. blanket contractual;
    - 3. broad form property damage;
    - 4. products/completed operations; and
    - 5. personal injury.
  - (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
- II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:
- A. <u>All Policies</u>. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District
  - B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.
- (1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and

Not Project Related
☑ Project #17-285

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

- (2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.
- III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related
☑ Project #17-285

### EXHIBIT D TO AGREEMENT FOR CONSULTANT SERVICES #17-285

#### CONFLICT OF INTEREST CHECK

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

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

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

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



March 7, 2018

Ms. Christy Garibay Administrative Assistant **Special Education Services** Oxnard School District

Dear Ms. Garibay:

The following is in response to the information you requested:

**Proposal:** An ecological behavior assessment is designed to identify a student's skill deficits that contribute to behavior difficulties and other areas of challenge in educational functioning. Such an assessment may also examine purposes of problematic behavior and contexts that set the occasion for the behavior. Report recommendations are made for systematic skill instruction and behavior programming, including practical, reactive, and proactive elements so as to adequately and individually address the student's identified educational needs. Supportive or other pertinent suggestions are also included.

**Scope of Work**: Typically included in such an assessment is document review, school and home visits, and interviews with relevant school staff and family. Behavior rating instruments may be used as indicated. This results in information synthesis, behavior program and instructional content development, and a written report.

Rates: My fee is \$325 per hour. Assessments vary in terms of necessary time. By way of example, document review usually takes 2 hours; typically, two school visits are conducted at 1-2 hours each; often one home visit is done and is 1-2 hours in length; and customarily, information synthesis, program development, and report writing can require 6-10 hours.

Requested documents are attached.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Mitchell Taubman. Ph.D. **Executive Director** 



Psychologists' Professional Liability Claims Made Insurance Policy Declarations

PRODUCER NUMBER

273865

DATE OF ISSUE

July 20, 2017

# PSYCHOLOGISTS' PROFESSIONAL LIABILITY CLAIMS MADE INSURANCE POLICY

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

Item	POLICY/CERTIFICATE NUMBER: 58G2852688A				
1.		Address: 2	Or. Mitchell T 3679 Calabasa Calabasas, CA		
2.	Policy Period: From: 07/21/2017 To: 07/21/2018				
3.	COVERAGE LIMITS OF LIABILITY			PREMIUM	
	Professional Liability Wrongful Employment Practices	\$1,000,000 Eac	h Incident	\$3,000,000 Aggregate \$5,000 Aggregate	\$256.00
	0.110210		REIMBUR	RSEMENTS	
	Other Governmental Regulatory Body Defense Deposition Expense \$5,000 Premises Medical Payment \$2,500 Assault and/or Battery		ceeding ceeding ared son per Insured	\$75,000 Aggregate \$1,000 Aggregate \$15,000 Aggregate Per Incident	
	Surcharge(s)				
				Total Premium	\$256.00
4.	Retroactive Date 07/21/2017				
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s).  PF15215a, PF15217a, CC-1K11h (03/14), PF15245a, PF15224a, PF15235a, PF17914 (02/05),				
6.	Notice of claim should be sent to: Trust Risk Management Services, Inc. 111 Rockville Pike Ste 700 Rockville MD 20850		Trust Ri 1791 Pa	r correspondence should be sent to: isk Management Services, Inc. ysphere Circle , IL 60674	
7.	REPRESENTATIVE:	Agent or bro	ker: Trust Ri doing bus	sk Management Services, Inc. biness in CA as TRMS Insurance Agency	
		Office addre	ess: 1791 Pa	ysphere Circle	
		City, State,	Zip Chicago	, IL 60674	
		Webs	site: www.trus	stinsurance.com	
		Pho	ne: 1.877.63		

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

Policy Symbol Policy Number Policy Pened Effective: Date 07/21/2017 to 07/21/2018 07/21/2017	

#### Additional Named Insured(s)

It is agreed that:

1. The Named Insured shown in Item 1 of the Declarations of this policy is amended to include the following entity(ies) and if a Retroactive Date is listed opposite any entity(ies') name, the Retroactive Date set forth in the Declarations is deleted with respect to such entity(ies) and replaced with the Retroactive Date listed below:

Additional Named Insured(s): Dove Psychological and Behavioral Services, PC Actum Clinical and Behavioral Services Retroactive Date 07/21/2017 07/21/2017

- 2. The following is hereby added to the CONDITIONS section of the policy.
  - Authorization: By acceptance of this policy the first Named Insured set forth in the Declarations, or in any Named Insured Amended endorsement, agrees to act on behalf of all other Insureds, including any Insured listed on this endorsement, with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy, any right of cancellation and in the receiving of any return premiums that may become due hereunder.

All Insureds agree that the first Named Insured listed in the Declarations or in any Named Insured Amended endorsement, is hereby designated to so act on their behalf.

All other terms and conditions of this policy remain unchanged.

Authorized Agent

### **OSD BOARD AGENDA ITEM**

Name	of Contributor:	Robin Freeman	Date of Meeting: 4/18/18
A-1. A-II. B. C.	Study Session Closed Session Preliminary Reports Hearings Consent Agen	on Agreeme Acad Enric X Spec	hment ial Education ort Services onnel
D. F.	Action Items Board Policies	1st Reading	2 <sup>nd</sup> Reading
		<u> </u>	Physical Therapy (Freeman/Sugden)
as an li		ucation Evaluator for the S	nerapy services and complete vision assessments pecial Education Services Department during the
FISCA	L IMPACT:		
\$10,00	0.00 - Special E	ducation Funds	
RECO	MMENDATION:		
Superir		itional Services, that the E	Education Services, and the Assistant oard of Trustees approve Agreement #17-300 with
ADDITIONAL MATERIAL(S):			
	Attached:	Agreement #17-300, Two Proposal/Fee Schedule ( Certificate of Insurance (	

#### OXNARD SCHOOL DISTRICT

#### **Agreement #17-300**

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 18th day of April, 2018 by and between the Oxnard School District ("District") and Two Trees Physical Therapy ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

#### **RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

#### **OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from April 19, 2018 through June 30, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 5. **Termination**. This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
  - a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.
- 6. **Inspection and Final Acceptance**. District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.
- 7. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.
- 8. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

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

- 9. **Use of Documents by District**. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 10. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.
  - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
  - b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
  - c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 11. **Independent Contractor**. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.
  - a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
  - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
- 12. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

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

- 13. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.
  - a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
  - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
- 14. **Conflict of Interest; Disclosure of Interest**. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.
  - a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b.	Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [] does [X] does not qualify as a "designated employee".
	(Initials)
c.	Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.
	(Initials)

- 15. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
  - a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

    (Initials)

- 16. **Unauthorized Aliens**. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
- 17. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.
- 18. **Assignment**. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 19. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.
- 20. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.
  - a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
  - b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

#### 21. **Indemnification**.

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

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

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.
- 22. **Insurance**. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.
- 23. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden

Attention: Amelia Sugden Phone: 805.385.1501, x2175

Fax: 805.487.9648

To Consultant: Two Trees Physical Therapy

3418 Loma Vista Road, Suite A

Ventura, CA 93003 Attention: Phil Azer

Phone: ( )
Fax: ( )

Email: pazer@twotreespt.com

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

- 24. **Excusable Delays**. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
- 25. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.
- 26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	TWO TREES PHYSICAL THERAPY:	
Signature	Signature	
Lisa A. Franz, Director, Purchasing Typed Name/Title	Typed Name/Title	
Date	Date	
Tax Identification Number: 95-6002318	Tax Identification Number:	

Not Project Related
✓ Project #17-300

### EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #17-300

#### **SERVICES**

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

#### \*PER ATTACHED PROPOSAL/FEE SCHEDULE

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

#### \*PER ATTACHED PROPOSAL/FEE SCHEDULE

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

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

V. Consultant w	ill utilize the following personnel to accomplish the Services:
I	☑ None.
I	☐ See attached list.
1	will utilize the following subcontractors to accomplish the Services (check one):  ✓ None.  ✓ See attached list.

#### VII. AMENDMENT

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

Not Project Related
✓ Project #17-300

## EXHIBIT B TO AGREEMENT FOR CONSULTANT SERVICES #17-300

#### **COMPENSATION**

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

Total compensation shall not exceed Seventeen Thousand One Hundred Dollars (\$10,000.00), per the attached Proposal/Fee Schedule, unless additional compensation is approved in writing by the District.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed  $\frac{\$ \ N/A}{A}$  per hour without written authorization from the District Superintendent or his designee.
- III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
  - B. Line items for all supplies properly charged to the Services.
  - C. Line items for all travel properly charged to the Services.
  - D. Line items for all equipment properly charged to the Services.
  - E. Line items for all materials properly charged to the Services.
  - F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$10,000.00, as provided in Section 4 of this Agreement.

Not Project Related
✓ Project #17-300

### EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #17-300

#### **INSURANCE**

I.	Insurance	Requirements.	Consultant shall	provide and maint	ain insurance,	acceptable to th	ne District
Superin	itendent or	District Counsel.	in full force and	effect throughout th	ne term of this	Agreement, agai	nst claims
for inju	ries to pers	sons or damages t	to property which	may arise from or i	n connection v	vith the performa	nce of the
work h	ereunder b	y Consultant, its	agents, representa	atives or employees	Insurance is	to be placed wit	th insurers
authoriz	zed to cond	duct business in th	ne State of Califor	nia and with a curre	nt A.M. Best's	rating of no less	than A, as
rated by	y the Curre	ent edition of Best	's Key Rating Gu	ide, published by A	.M. Best Comp	oany, Oldwick, N	lew Jersey
08858.	Consultan	t shall provide the	e following scope	and limits of insurar	ce:		

- A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:
- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
  - (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
  - (3) Insurance coverage should include:
    - 1. owned, non-owned and hired vehicles;
    - 2. blanket contractual;
    - 3. broad form property damage;
    - 4. products/completed operations; and
    - 5. personal injury.
  - (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
- II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:
- A. <u>All Policies</u>. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District
  - B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.
- (1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and

Not Project Related
☑ Project #17-300

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

- (2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.
- III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related
☑ Project #17-300

### EXHIBIT D TO AGREEMENT FOR CONSULTANT SERVICES #17-300

#### CONFLICT OF INTEREST CHECK

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

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

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

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

# **Proposal and Scope** between Two Trees Physical Therapy ("Provider") and Oxnard School District ("School")

It is agreed that Two Trees Physical Therapy will perform the following services for Oxnard School District

- 1. Initial and Triennial assessments as specifically requested in 60 calendar day timeline including:
  - a. Occupational Therapy, Speech and Language, or Physical Therapy assessments
  - b. Observation and notations of progress
  - c. When assessment is requested, written reports, including proposed goals (service plan), are to be provide to the School for review and discussion within two weeks following the date of assessment. School staff will then provide a copy of report(s) to the student/family when requested.
- 2. Attendance at IEP meting to discuss assessment results (normally via teleconference)
- 3. Direct therapy services as described in assigned student IEP(s);
- 4. Monitoring student progress towards goals and objectives and providing written progress notes to the School each semester

**WORK SCHEDULE**: April 19, 2018 until amended by mutual consent of the parties, or discontinued by one party with at least 30 days notice to the other party.

#### FEES:

\$95/hr\*

Occupational Therapy (including basic Vision assessment and treatments), Speech Therapy, or Physical Therapy; Attendance at IEP Meetings; Assessment, Report Development, IEP Monitoring

\$45

Any scheduled appointment that is missed or cancelled/rescheduled within 24 hours

\*Notes:

Provider is being compensated on an hourly basis. Proper invoicing is required. A hourly timesheet (summarizing service provided and student name) will be submitted by the 7<sup>th</sup> day of each month to the School. Payment is due by the last working day of the month in which a timesheet is received unless the hours are disputed. Occupational Therapy (OT) and Speech (SLP) Assessment are estimated billing for 3 hours to complete Evaluation and Documentation. Follow-up sessions for OT and SLP are estimated at 1 hour. Physical Therapy Assessment and follow-up sessions are estimated at 1 hour. IEP meetings will be billed at 1 hr minimum.



OP ID: BD

ACORD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/09/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

1986 : Ventu Brint	<sup>UCER</sup> tal States Ins. (Acrisure) So. Victoria Ave ıra, CA 93003 Walker				CONTACT Brint Walker					
	waiker				PHONE (A/C, No, Ext): 805-642-5290 FAX (A/C, No): 805-289-3490 E-MAIL ADDRESS:					
INSURI						INS	URER(S) AFFOR	DING COVERAGE		NAIC#
INSURI					INSURE	RA: Hiscox	Insurance	Company		10200
	ED Two Trees Phys Thpy & Wilns Phil Azer				INSURE	RB: Employ	ers Compe	ensation		11512
	3418 Loma Vista Road				INSURER C:					40282
	Ventura, CA 93003-3015				INSURER D:					
					INSURE	RE:				
					INSURE	RF:				
COV	ERAGES CEF	RTIFIC	ATE	NUMBER:				REVISION NUMBER:		
IND CEF EXC	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUIR PERTA POLIC	EME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
C	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Y		680004K762928		12/18/2017	12/12/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
_								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
(	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
-	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
_	OTHER:							COMBINED SINGLE LIMIT	\$	
- 1	AUTOMOBILE LIABILITY							(Ea accident)	\$	
-	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
-	OWNED AUTOS ONLY AUTOS ONLY NON OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE		
H	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
-+									\$	
-	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE	\$	
H	DED RETENTION \$							AGGREGATE	\$	
В и	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH-	\$	
A				EIG2304347-02		01/01/2018	01/01/2019	STATUTE   ER	\$	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below		N/A						E.L. DISEASE - EA EMPLOYEE		1,000,000
								E.L. DISEASE - POLICY LIMIT	¢	1,000,000
				MEO165092617		11/01/2017	11/01/2018	Agg	Ψ	3,000,000
								Осс		1,000,000
Oxna	RIPTION OF OPERATIONS / LOCATIONS / VEHIC Ard School District is named as Pral Liability	•				e attached if mo	re space is requi			1,

AUTHORIZED REPRESENTATIVE

**Brint Walker** 

#### **BOARD AGENDA ITEM**

Data of Mastings 4/10/10

Name of Contributor(s): Dr. Morales/CFW	<b>Date of Meeting:</b> 4/18/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS	Agraement Catagory
SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment
	Special Education
	_X Support Services Personnel
	Legal
SECTION D: ACTION	Facilities
SECTION F: BOARD POLICIES 1 <sup>ST</sup> Rea	ding 2 <sup>nd</sup> Reading

#### AGREEMENT #17-293 – CFW ADVISORY SERVICES, LLC - FINANCIAL ADVISORY **SERVICES (MORALES/CFW)**

On July 11, 2007, the Oxnard School District (District) entered into Agreement #07-100 with Caldwell Flores Winters, Inc. (CFW) to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions (TRANS, COPs and other related financial transactions) ("Contract"). The District utilizes these financing instruments to fund its capital facilities improvements and other short and long-term commitments.

The original Agreement had a term of five (5) years with an option to extend the term of the Agreement by a term mutually agreed upon by both parties. On July 1, 2012, the Board approved an extension to the term of the Agreement for a period of three (3) years (Amendment #4 to Agreement #07-100). On May 6, 2015, the Board approved a second extension to the term of the Agreement for a period of three years (Amendment #5 to Agreement #07-100). The current term of the Agreement expires on May 6, 2018.

Since 2007, CFW has assisted the District in the following accomplishments:

- The establishment of Measure "R", the District's \$90,000,000.00 general obligation bond program approved by voters in November 2012:
- The successful structuring and sale of \$90.0 million, to date, in Measure "R" bonds in support of the District's Facilities Implementation Program including the construction of 21st century classrooms at 8 campuses, design of the new Elm and Lemonwood campuses, as well as the design and construction of the new Harrington Elementary campus;
- The securing of historic low interest rates for the tax payers for the first three series of Measure "R" bonds (an average borrowing rate of 3.78%);
- The successful refinancing of \$42.1 million in outstanding bonds resulting in approximately \$3.5 million in taxpayer savings over the remaining life of those bonds
- The establishment of Measure "D", the District's \$142,500,000.00 general obligation bond program approved by voters in November 2016;

Based on the excellent financial advisory services provided by CFW, the fact that the fees charged by CFW have not changed in eleven (11) years, and the successful accomplishments of the capital facilities program funded by the bond program, the District desires to extend its relationship with CFW through CFW Advisory Services, LLC., to be effective May 7, 2018 through June 30, 2021.

Starting with Agreement #17-293, financial advisory services shall be provided by CFW Advisory Services, LLC, an affiliated company of Caldwell Flores Winters, Inc. All other terms of any prior Agreements between the district and Caldwell Flores Winters, Inc., including any and all amendments to those Agreements, would remain unchanged.

#### **FISCAL IMPACT:**

CFW's fee for financial consulting and advisory services is contingent on sale of bonds, certificates, notes and other securities and payable from the proceeds generated from such transactions or the District's construction fund. As a result, the extension of the Contract does not impact the District's General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board accept and adopt agreement #17-293 between the Oxnard School District and CFW Advisory Services, LLC as presented.

#### **ADDITIONAL MATERIAL**

Attached: Agreement #17-293 (8 pages)

#### **OSD AGREEMENT #17-293**

## CONTRACT FOR PROFESSIONAL MUNICIPAL ADVISORY SERVICES BY AND BETWEEN THE OXNARD SCHOOL DISTRICT AND CFW ADVISORY SERVICES, LLC.

This contract is entered into this 18th day of April, 2018, and is made by and between CFW Advisory Services, LLC and the Oxnard School District of Ventura County ("Contract").

#### **RECITALS**

WHEREAS, the Oxnard School District (hereinafter, "District"), a California Public School District located in Ventura County, is seeking to enter into an Contract with CFW Advisory Services, LLC. (hereinafter, "CFW") for professional municipal advisory services for the purpose of issuing municipal securities;

WHEREAS, the District desires to engage CFW for advice, counsel and assistance as its municipal advisor to structure and restructure existing debt, provide interim financing solutions, and issue new debt, all to achieve the short and long-term facilities objectives and implement the debt policies of the District;

WHEREAS, the District understands that the municipal advisory services provided by CFW are governed by the Municipal Securities Rulemaking Board ("MSRB");

WHEREAS, CFW is registered with the MSRB and the U.S. Securities and Exchange Commission ("SEC") as a Municipal Advisor;

WHEREAS, an affiliated firm, Caldwell Flores Winters, Inc., provides the District with professional planning and State Aid services and Program Management and Implementation services under a separate contract;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW (hereinafter, "Parties"), the Parties hereby agree as follows:

#### **CONTRACT**

#### I. CONSULTANT SERVICES

CFW Advisory Services, LLC. agrees to provide the District with professional consulting services consisting primarily of municipal advisory services as that term is defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act and its subsequent regulations. Exhibit A to this Contract, incorporated herein by reference, sets forth the Scope of Services to be provided by CFW. CFW does not provide legal, accounting or tax advice with respect to the issuance of municipal securities or the structure thereto. The District will be required to retain the services of

Bond Counsel and Disclosure Counsel to advise it with respect to the authority and required disclosures to issue municipal securities, including tax treatment. CFW shall not have any decision-making authority with respect to the District's issuance of municipal securities, as the District is the sole decision-maker with respect to pursuing and obtaining municipal securities.

The District recognizes that CFW provides additional professional consulting services, including planning services, facilities assessments, State Aid services and facilities implementation services that are not municipal advisory services. The District may solicit from CFW proposals for these services. Upon request, CFW will provide the District with a proposal, including fees, to provide said services under a separate contract.

#### II. DISTRICT COOPERATION

The successful issuance of new debt instruments or refunding of existing debt instruments (hereinafter, the "Transaction") will require the District to assemble a team of professionals (hereinafter, "Financing Team") consisting of legal counsel, underwriter, trustee and in some cases a paying agent. The District agrees to retain the Finance Team professionals or authorize the retention of these professionals to complete the transaction. CFW may also request that representatives from the County Office of Education and the County participate at various times during the financing process.

The Transaction requires a complete and thorough review of existing documentation and District information. The debt issuance process requires a disclosure in the form of an Official Statement that accurately represents District information, debt structure and other related information to the public and the investors. The Underwriter and Bond Counsel are responsible for preparing the Official Statement and documents to issue debt.

The District agrees to cooperate with CFW and the Finance Team to provide all the necessary District information, records and data necessary to structure the debt, complete the Official Statement and prepare the transaction documentation. Furthermore, the District agrees to provide CFW and members of the Finance Team the opportunity to consult with District personnel as necessary.

The District further agrees to provide complete and accurate information on a timely basis. The District recognizes that CFW and the financing team will be relying on the District's information without further independent verification for purposes of the structuring of the debt.

#### III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that much of the information related to the Transaction is public information that must be published and/or disclosed to the public upon request. It is the responsibility of the District to make the determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate times. While the District makes that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person without prior consent

of the District. Upon determination by the District, CFW will cooperate to disclose or publicize those documents requested or determined to be public.

#### IV. TERM

The Parties have agreed to a term ending on June 30, 2021 (39 months), a period of time recognized as necessary to issue the Transactions contemplated by the Parties. The Term of this Contract shall commence upon approval by the Governing Board of the District and execution by the Superintendent and shall continue through June 30, 2021. The Parties recognize that the long term consistent management of the District's debt portfolio is an important objective of the Governing Board. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the Governing Board of the District.

#### V. FEE FOR FINANCIAL ADVISORY SERVICES

The District agrees to compensate CFW for the professional services contemplated under Article I of this Contract and the Exhibit A attached hereto based on the following fee schedule:

#### A. Services to Establish a General Obligation Bond Program

The District agrees to compensate CFW a fee of \$45,000 to provide financial consultant services to establish a General Obligation Bond Program for the District, as set forth in Exhibit A. The fee shall be payable from legally available funds as determined by the District upon the sale of the first bond issuance subsequent to the execution of this Contract.

#### B. Services to Issue Municipal Securities/Bonds

The District agrees to compensate CFW a professional consulting fee for the services set forth in Exhibit A related to the issuance of municipal securities/bonds as follows:

Instrument	Fee		
New Issuance of General Obligation Bonds, Certificates	\$85,000.00		
of Participation(COPs) and other similar Bond			
Issuances			

The Fee set forth herein shall be payable solely from proceeds of the sale of each series of bonds, whether general obligation bonds or Certificates of Participation, or any legally available funds. The fee is contingent of the successful completion and sale of the particular instrument contemplated by the Parties.

#### C. Expenses

All expenses incurred on behalf of the completion of the approved scope of work by CFW shall be reimbursed at their direct cost plus ten percent (10%) by the District. Payment for municipal advisory services shall be payable at the time of the bond sale solely from bond proceeds.

## VI. DISCLOSURE REGARDING POTENTIAL CONFLICT OF INTEREST REGARDING COMPENSATION STRUCTURES

As a registered municipal advisor CFW is required to disclose to the District potential conflicts of interest as well as other information regarding CFW's registration, including where to locate CFW's registration information on the SEC's EDGAR system. The District has been provided with CFW's updated Rule G-42 Disclosures via email on March 26, 2018.

#### VII. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto related to Municipal Advisory Services and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract.

#### VIII. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default. The Parties may also agree to mutually terminate this Contract by a writing reflecting the Contract.

CFW may withdraw from its representation of the District upon written notice to the District subject to any fiduciary duty or duty of care that may require CFW to continue to represent the District until an appropriate replacement is identified. The timeline for determining an appropriate replacement will depend on the status of the transaction at the time of withdrawal.

#### IX. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

Oxnard School District

ATTN: Dr. Cesar Morales, Superintendent 1051 South A Street Oxnard, CA 93030

CFW Advisory Services, LLC. ATTN: Emilio A. Flores, Partner 6425 Christie Avenue, Suite 270 Emeryville, CA 94608

#### X. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to CA Code of Civil Procedure section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

#### XI. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW and its employees shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

#### XII. PREVAILING LAW

This Contract shall be interpreted and shall be governed by California law.

#### XIII. ASSIGNMENT

CFW reserves the right to assign this Contract in whole or in part to any successor-ininterest or assignee with the approval of the District. Such approval shall not be unreasonably withheld by the District.

#### XIV. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

#### XV. APPROVAL

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution.

This Contract is hereby agreed to and executed on this 18th day of April, 2018.

AGREED:	
Emilio A. Flores, Partner CFW Advisory Services, LLC.	Dr. Cesar Morales, Superintendent Oxnard School District

#### EXHIBIT A SCOPE OF WORK

CFW Advisory Services, LLC. ("CFW") agrees to provide the following scope of work for the Oxnard School District ("District").

I. Services to Establish a General Obligation Bond Program

In order to establish a general obligation bond program for District consideration, CFW shall provide the following consultant services and:

- a. Analyze the assessed valuation profile of the District, including existing tax rates and assessed values, and conduct an analysis of District's statutory bonding capacity and bond proceeds that may be generated immediately and over time
- Conduct a cash flow analysis of proposed expenditures, phasing, and required revenues, and incorporate other revenues that may be available as directed by the District
- c. Work with the District to design an acceptable financing plan to meet anticipated needs of the program, and incorporate proposed changes or need for modification
- d. Recommend a tax rate and method to assess the tax over the life of the proposed financing program
- e. Establish the maximum level of bonded authorization to be undertaken and a proposed schedule for the issuance of bonds
- f. Establish and manage a timeline in coordination with District and County by which to call election, certify election results, and issue bonds
- g. Assist team members as necessary in establishing a bond program, including bond counsel in the preparation of necessary resolutions calling election, establishing required ballot language, project list, and ballot arguments and rebuttals, if needed
- h. Work with the District and County to prepare a tax rate statement; including the maximum amount of bonds authorized to be issued, the projected tax rates over the estimated life of the bond program and the estimated timing of bonds to be sold
- i. Attend necessary meetings as requested by the District to explain the proposed program to staff, the community, and the Board

#### II. Services to Issue Bonds

For all bond financing transactions, CFW shall provide the following professional consulting services related to its obligations as a municipal advisor:

a. Research and analyze the current market for bonds and provide recommendations on the structure of the issue, credit enhancement, type of bond ratings, maturity schedule, method and timing of sale, and documentation requirements

- b. Assist District in selection of consultants and team members ("Financing Team"), including paying agent, underwriters, bond counsel, and trustee, if required
- c. Work with the financing team to develop the proposed financing structure, including sizing, amortization schedule, phasing of debt repayment, and call provisions
- d. Prepare rating agency presentations; assist District staff in preparing for the meeting or conference call with rating analysts; schedule and coordinate the rating; attend the presentation with District staff, if necessary; provide a response to the rating agency as required
- e. Negotiate bond insurance providers or letter of credit providers, if required
- f. Coordinate the preparation of legal and disclosure documents to be prepared by bond counsel, including District and County resolutions, bond purchase contracts, preliminary official statement, and final official statement
- g. Guide the District through the due diligence process as required by the underwriter
- h. Assist District staff in preparation for the sale of bonds, including a review of the required steps, available options, anticipated decisions to be made, and documents requiring to be executed
- i. For negotiated sales, work with the financing team to establish tax rate and required revenue line to meet amount of bonds to be sold, review pre-pricing interest rates and terms by underwriter, conduct final pricing and sale of bonds to underwriter on proposed sales date, including recommended interest rates, coordinate execution of bond purchase contract
- j. For competitive sales, review and comment on Notice of Sale and Bid Form and bid documents to qualified buyers, post, monitor, and verify bids on date of sale and coordinate award of bid
- k. Prepare wrap up presentation to District summarizing bond sale and attend Board meeting to explain bond sale as needed
- 1. Provide updates to the District staff and Governing Board, as requested
- m. Assist the staff in the planning for the issuance of future series of bonds, if any

#### **OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman Date of Meeting: 4/18/18				
A-1. A-II. B. C.	Study Sessio Closed Sessio Preliminary Reports Hearings Consent Agei	on		
D. F.	Action Items Board Policie	s 1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading		
Appro	val of Agreem	ent #17-299 – Clinicas Del Camino Real Inc. (Freeman/Ridge)		
Clinicas Del Camino Real Inc. will provide dental preventative services to students in grades TK-8 <sup>th</sup> in the Oxnard School District. Oxnard School District may refer students and their families to Clinicas Del Camino Real Inc. for services including, but not limited to, dental care.				
Term of Agreement: <u>April 19, 2018 – June 30, 2019</u>				
FISCA	L IMPACT:			
None				
RECOMMENDATION:				
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-299 with Clinicas Del Camino Real Inc.				
ADDITIONAL MATERIAL(S):				
	Attached:	Agreement #17-299, Clinicas Del Camino Real Inc. (3 Pages)		



## Memorandum of Agreement Between Oxnard School District and Clinicas Del Camino Real, Incorporated

Clinicas Del Camino Real, Incorporated, (Clinicas) would like to provide dental preventative services at Oxnard School District (OSD) for students in the TK-8<sup>th</sup> grades in the Oxnard School District. OSD may refer students and their families to Clinicas for services including but not limited to dental care. The staff at Clinicas is committed to providing students the best possible service. Our goal is to establish a seamless system of services so that all OSD students and their families have easy access to <u>all</u> providers of care.

#### Oxnard School District will:

- Allow Clinicas to set up a mobile clinic on mutually pre- approved "Screening Days" to provide dental screenings and apply fluoride treatment for any student participating in TK- 8<sup>th</sup> grades in the Oxnard School District and who choose to participate at no cost to the patient
- 2. Provide adequate space for the mobile unit to park on screening date
- 3. Cooperate with Clinicas staff in obtaining a signed Informed Consent Form from participating children before screening day(s)
- Cooperate with Clinicas staff in scheduling the order of participants to be seen on the screening day(s)
- 5. Cooperate with Clinicas staff to provide any further contact information needed in order for Clinicas staff to reach out to patients who need follow up care after dental assessment on screening day(s)

#### Clinicas will:

- 1. Provide a mobile clinic, a dentist and support staff to complete dental screenings and fluoride application treatments on the mutually pre-approved "Screening Day(s)"
- 2. Provide a dentist who meets the identification requirements for public schools, and is approved by the site administrator
- 3. Provide follow up care to any participant whose assessment indicates need

#### **Other Terms and Conditions**

- 1. <u>Term.</u> This MOU is effective for a one-year period beginning <u>April 19, 2018 June 30, 2019</u> and will automatically renew for additional one-year terms thereafter unless and until terminated in accordance with this Section. Either party may terminate this MOU with *[thirty (30)]* days written advance notice of termination to the other party.
- 2. Payment. Provider is responsible for billing and collecting payment for its Services from Student's third party payor(s), parent(s) or guardian(s), as applicable. District will not pay Provider for its Services.
- 3. Insurance. Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at Provider's expense.
- 4. <u>Indemnification.</u> Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees. To the extent permitted by law, District will defend, indemnify, and hold harmless the Provider and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this Section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
- 5. Compliance with Law and District Policy. The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA. District will notify Provider of such laws, regulations, and policies applicable to its Services, including Dental Team background check requirements, before the beginning of each school year or at least three (3) months prior to the applicable Clinic Date, whichever is later.

Signature	Da	te
Lisa A. Franz, Director, Purchasi Title	ng	
Clinicas del Camino Real, Incor	porated accepts this agreement:	
1 1 2 00 0	ACTING CEO	

#### **OSD BOARD AGENDA ITEM**

Name	of Contributor: Janet	Penanhoat	Date of Meeting: 4/18/18	
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment Special Education X Support Services Personnel Legal Facilities		
D. F.	Action Items Board Policies	1st Reading 2nd Reading _		
	Approval of Agreement #18-01 with Durham School Services for Pupil Transportation Services (Penanhoat/Briscoe)			
Contract 4:00PM was ide	ct Code 20110. Two pr I. All bids were evaluat entified. It is requested	#17-01 for Pupil Transportation services oposals were received and opened on led against criteria outlined in RFP #17-1 that the Board of Trustees approve Agr sponsive and responsible bidder.	ebruary 14, 2018 at 01 and the winning bidder	
Term o	of Agreement:	July 1, 2018 through June 30, 2023		
FISCA	L IMPACT:			
\$18,21	4,141.00 (5 years) – Ge	eneral Fund		
RECO	MMENDATION:			
Busine		e Director of Transportation, and the As at the Board of Trustees approve Agree		
ADDIT	ONAL MATERIALS:			

**Attached:** Agreement #18-01, Durham School Services (5 Pages)

Price Proposal Form (1 Page) Revised Clarifications (4 Pages)

RFP #17-01, Pupil Transportation Services (32 Pages)

#### **CARRIER AGREEMENT #18-01**

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

Effective Date: July 1, 2018 through June 30, 2023

Contractor: <u>Durham School Services</u>

RFP: RFP No. 17-01 – Pupil Transportation Services

Contract Price: \$18,214,141.00 (estimated)

Eighteen Million Two Hundred Fourteen Thousand One Hundred

Forty One and No Cents (in words)

#### RECITALS

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

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

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

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

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

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

- 1. <u>Definitions</u>. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the RFP.
- 2. <u>Scope of Work</u>. Contractor shall furnish all labor, materials, equipment, tools, utilities, temporary facilities, goods and services necessary for full completion of all the services set forth in the RFP, including, but not limited to, the Specifications (the "<u>Work</u>").
- 3. Component Parts of the Contract. This Carrier Agreement is but one part of the Contract that sets forth the complete understanding and agreement of OSD and Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, each of which may be amended in accordance with their provisions, and each of which is incorporated herein by reference and shall be construed as operative and effective parts of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:
  - a. Notice Inviting Bids;
  - b. Instructions;
  - c. Specifications;
  - d. General Information and Invitation;
  - e. Scope of Work
  - f. Terms and Conditions or Proposal and Contract
  - g. Required Contract Forms;
  - h. This Carrier Agreement;
  - i. All Addenda to the RFP;
  - j. Notice of Award;
  - k. Notice to Proceed; and
  - 1. Revisions to Clarifications dated 4-18-18
- 4. <u>Contract Term.</u> Contractor shall mobilize and commence the Work on July 1, 2018 (the "<u>Commencement Date</u>") or as otherwise directed in the notice from OSD directing Contractor to proceed with the Work (the "<u>Notice to Proceed</u>"). The Contract shall be for a five (5)-year period ending on June 30, 2023. For avoidance of doubt, the initial term (the "<u>Initial Term</u>") shall be July 1, 2018 to June 30, 2023. The Parties may agree in writing to extend for an additional year or additional years (the "<u>Extended Term</u>"); provided, however, that on or before June 30, 2022, the Parties shall meet and confer, and make a final determination as to whether to extend the Contract, and further provided that any Extended Term shall be on the same terms and conditions set forth in the Contract.
- 5. <u>Compliance with RFP</u>. Contractor must perform the Work in accordance with the RFP, including all Contract Documents.

- 6. <u>Contract Price</u>. As full consideration for the full and faithful performance by Contractor of each and all of its obligations pursuant to the Contract, OSD shall pay to Contractor the Contract Price. The Contract Price is subject to increase and or decrease as provided in the Contract Documents. OSD shall pay the Contract Price to Contractor in accordance with the General Conditions.
- 7. <u>Representations and Warranties</u>. In addition to any other representations and warranties set forth elsewhere in the Contract Documents, Contractor hereby represents and warrants to OSD that:
  - a. Contractor is currently authorized and qualified to conduct business in the State and the County, and Contractor will remain in good standing in the State and the County for the entire term of the Contract.
  - b. Contractor has carefully examined the Contract and the Contract Documents; is familiar with the Work; and has the expertise, personnel, and resources to timely and properly conduct the Work.
  - c. Contractor has the right, power, and authority to enter into the Contract, including this Carrier Agreement and all Contract Documents, and to perform its obligations hereunder and under the Contract.
  - d. This Carrier Agreement constitutes the legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Carrier Agreement does not violate any provision of any material agreement or document to which Contractor is a party or by which Contractor is bound.
  - e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Contractor's knowledge, threatened against Contractor arising out of or concerning Contractor's performance under this Carrier Agreement. There are no suits, actions, or proceedings pending, or to Contractor's knowledge, threatened against Contractor which question the legality or propriety of the transactions contemplated hereunder.

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

- 8. <u>Due Authority of Signatories</u>. Each person signing this Carrier Agreement on behalf of the Parties represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to this Carrier Agreement and the Contract.
- 9. <u>Termination of Contract</u>. The Contract, including this Carrier Agreement, may be terminated only in accordance with section 3 Terms and Conditions of Proposal and Contract.
- 10. <u>Governing Law; Venue</u>. The Contract, including this Carrier Agreement, shall be construed in accordance with the laws of the State without regard to conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County.
- 11. <u>No Assignment</u>. Contractor shall not assign this Carrier Agreement or its rights and obligations hereunder without OSD's prior written consent. Subject to the foregoing, all the provisions of this Carrier Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.
- 12. <u>No Waiver</u>. The failure of OSD in any one or more instances to insist upon strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 13. <u>Amendments</u>. No addition to or modification of any term or provision of this Carrier Agreement shall be effective unless set forth in writing and signed by the Parties.
- 14. <u>Time is of the Essence</u>. Time is of the essence of each and every provision of the Contract. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in the Contract is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.
- 15. <u>Headings</u>. The paragraph and subparagraph headings in the Contract are used for the purpose of convenience only and shall not be deemed to limit the subject of the paragraphs or subparagraphs.
- 16. Provisions Required by Law. Each and every provision of law and clause required to be inserted into this Carrier Agreement shall be deemed to be inserted herein, and this Carrier Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any provision is not inserted or is not inserted correctly, then upon application of either Party this Carrier Agreement shall forthwith be physically amended to make such insertion or correction.

- 17. <u>Severability</u>. If any term or provision of this Carrier Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Carrier Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.
- 18. <u>Counterparts</u>. This Carrier Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

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

"CONTRACTOR
(Company Name, form of business entity and state of formation)
(Authorized Representative's Printed/Typed Name and Title
(Authorized Representative's Signature
"OXNARD SCHOOL DISTRICT  Lisa A. Franz, Director, Purchasin
(Authorized Representative's Signature

#### Attachment A - REVISED

#### PRICE PROPOSAL FORM - RFP RE OSD SET BUS SERVICES

Base Schedule Requirements

The following is an approximation of the number and size of the vehicle requested under the terms of this contract and the approximate miles and hours the vehicles will be committed to this contract. These buses will be required for a minimum of 180 days per regular school year and 20 days for extended school year.

Four (4) hour/ 75 Mile Base:

Hourly Rate:

Nineteen (19) – Type D (Transit Buses with under carriage storage)

Twenty (20) - Type A or B (Cut-a Way Van)

Nine (9) – Type C (Convectional Buses)

1. Home to School Transportation for Regular School Year and Extended School Year Program:

Bus Type and Capacity	Minimum 4-hour/75 Mile Rate	Rate Per Over Hour	Rate Per Over Mile
Type A or B (18-20 Ambulatory Passengers)	\$311.45	\$35.00	N/A
Type C (30-46 Ambulatory Passengers with minimum 2 Wheel Chair Positions)	\$361.80	\$35.00	N/A
Type D (78 – 84 Ambulatory With undercarriage storage)	\$444.89	\$35.00	N/A

2. Field trip rate, trip as specified by special request, on equipment in normal use for the above service:

\$44.00

Mileage Rate:N/A	
3. Addenda Nos. 1, 2	received, acknowledged and incorporated into this Bid Proposal.





## **Clarifications**

## REVISIONS TO CLARIFICATIONS April 18, 2018

#### 1. Change in Scope of Services

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

#### 2. Change in Law

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





#### 3. Force Majeure

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

#### 4. Liquidated Damages

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

#### 5. Payment Terms

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

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

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

#### national express.



## **Clarifications**

#### 6. Assignment

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

#### 7. Indemnification

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

#### 8. Labor/Employment

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

#### 9. Medical Procedures

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

#### 10. Termination

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





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

#### 12. Right to Withhold

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

#### 13. Attorneys' Fees and Costs

Please revise page 24, Attorney's Fees and Costs as follows:

In the event a suit or action is instituted in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover such sum, as the court may adjudge reasonable as to <u>reasonable</u> attorney's fees and costs.

#### 14. Invoicing – Home to School

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

#### 15. Invoicing – Field Trips

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

OXNARD SCHOOL DISTRICT:	DURHAM SCHOOL SERVICES:
Signature	Signature
Lisa A. Franz, Director, Purchasing	
Typed Name/Title	Typed Name/Title
Date	Date

#### OXNARD SCHOOL DISTRICT

# REQUEST FOR STATEMENTS OF QUALIFICATIONS AND REQUEST FOR PROPOSALS FOR HOME-TO-SCHOOL PUPIL TRANSPORTATION SERVICES AND OTHER TRANSPORTATION AS REQUIRED OR REQUESTED.

The Oxnard School District hereby invites sealed proposals to meet the District's transportation services needs for its home-to-school pupil transportation for a five (5) year term commencing on July 1, 2018. The Oxnard School District intends to contract with a provider for the provision of bus transportation services for the District's general education and special education students.



All Statements of Qualifications and Proposals must be received on or before February 14, 2018, no later than 4:00 p.m. (PST). A final determination/award will take place on March 21, 2018 **at the District's Board of** Trustees meeting.

RFP Number 17-01

#### Section 1 - General Information & Invitation

#### COMMON TERMS AND DEFINITIONS

The terms "District," "OSD," "Oxnard School District," "Board," and "Board of Trustees" may be used interchangeably in this solicitation and are defined exclusively as the Oxnard School District.

The terms "RFP," "Request For Proposal," and "Solicitation" may be used interchangeably in this solicitation and are defined exclusively as this solicitation.

The terms "Proposal," "Bid," and "Offer" may be used interchangeably in this solicitation and are defined exclusively as the response made to this solicitation by any Vendor.

The terms "Provider," "Vendor," "Company," and "Contractor" may be used interchangeably and are defined exclusively as those persons or entities who submit a Proposal in response to this Solicitation and/or who ultimately enter into a contract to provide the District services.

The terms "Contract" and "Agreement" may be used interchangeably in this Solicitation and are defined exclusively as the ultimate contract to provide the District services resulting from this solicitation.

GENERAL INFORMATION ABOUT THE OXNARD SCHOOL DISTRICT AND ITS PUPIL TRANSPORTTION NEEDS

During the 2017-18 school year, the District operated a total of 20 schools: 11 elementary schools (K-5), 6 elementary/middle schools (K-8), 3 middle school **academy's** (6-8). The District currently contracts out 48 routes. Nineteen (19) transit routes, seven (7) conventional routes and twenty-two (22) van routes. We encourage you to explore our website at: <a href="http://www.oxnardsd.org">http://www.oxnardsd.org</a> for more information about the District.

#### ADDITIONAL DISTRICT RIGHTS AND RESPONSIBILITIES

The District reserves the right to issue other contracts to meet its transportation requirements. Contract award does not preclude the District from using other service providers for contracted services.

The District, at its sole discretion, may elect to award all or part of the contract. The District may, at its sole discretion, adjust or modify all or part of the contract.

An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risk and exemplary customer service.

#### **OBJECTIVES**

The District intends to contract with a provider for the transportation of **the District's general education and special education students both in and outside of the District's geographic** boundaries.

The intent of this RFP process is to enter into a five (5) year contract for services beginning July 1, 2018, with an option to extend the contract for up to two (2) additional one-year periods based on satisfactory service/performance with the selected provider.

#### **EXISTING ENVIRONMENT**

During the 2017-2018 school year, the District received contracted services from one provider to provide transportation services for its general education and special education students in accordance with California Education Code Sections 1270, 39801 and 39802. That contractor currently provides transportation for the District on 48 routes.

The District entered into an agreement with that company to provide home-to-school transportation services for general education and special education students referred by the District in 1986.

#### METHOD OF SELECTION

#### See the Evaluation Criteria on page 15 of this RFP.

The District must obtain approval from the Oxnard School District Board of Trustees to enter into a contract or agreement with the provider for services.

#### REPRESENTATIONS

No representations or guarantees of any kind, made orally, expressed or implied, are made with regard to the matters contained in this RFP, including any attachments, letters of transmittal, addenda, or any other related documents.

Vendors must rely solely on their own independent assessment as the basis for the submission of any proposal made.

#### **VENUE**

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the resulting contract will be vested in Ventura County, California.

#### **INCURRED COSTS**

The District will not provide compensation to vendors for any expenses incurred by the vendors for proposal preparation or for any demonstration that may be made. Vendors submit proposals solely at their own risk and expense.

#### **OSD'S RESERVATION OF RIGHTS/NO OBLIGATIONS**

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises this RFP, all vendors that have responded will be notified by addenda. The District also reserves the right to extend the date responses are due.

This solicitation shall not be construed in any manner to be an obligation by the District to enter into an agreement with any vendor.

#### Section 2 - Scope of Work

The services provided by the Contractor shall consist of furnishing the required number and size of licensed/certified school buses, licensed/certified school bus drivers, support and management staff for the home-to-school transportation of general education and special education students in the Oxnard School District and other school-sponsored activities such as athletic events and extra-curricular activity trips. Such transportation shall be provided by means of school buses, special equipment and supplies herein specified at such times and places as shall be specified by the District.

The Contractor who is awarded this contract will be responsible for the following duties:

#### TRANSPORTATION JURISDICTION

Transport students qualified for general education and special education transportation services enrolled in the District to and from OSD sites and designated school bus stops designated by the District Superintendent or designee. Such transportation shall be provided to designated school bus stops on all days schools are in session.

#### CAR SEATS/HARNESSES

Furnish all equipment necessary for said transportation of passengers (e.g., car seats, restraints and harnesses). It shall be the driver's responsibility to see that such car seats, restraints, or harnesses are properly adjusted and fastened as soon as the student occupies his/her seat and for the duration of the trip (including wheelchair students). The Contractor shall at all times provide for the safety and welfare of the students transported.

#### TRAVEL TIME

Deliver the students to their respective schools not more than twenty (20) minutes, but not less than five (5) minutes, before classes convene and have buses arrive at each school for the return trip at least five (5) minutes prior to the dismissal of class.

The travel time a child is en-route on any trip shall not exceed sixty (60) minutes one way except for (a) delays caused by conditions beyond the Contractor's control, as determined by the District or (b) medical and/or behavioral needs of a student that necessitate less travel time. Trips anticipated to exceed this time limit must be approved in advance in writing by the District.

#### COMPLIANCE WITH LAW

Comply with all federal, state and local laws and regulations, statutes, ordinances, policies and rules applicable to a Contractor's performance under the contract, including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination.

#### **AUTHORIZED PASSENGERS**

Drivers will not transport any person, except a student enrolled within the District's jurisdiction, or an employee of the District or Contractor, without first obtaining the District's permission.

#### INFORMATION AND REPORTS

Supply the District with all necessary logs, reports and information within the Contractor's control. The Contractor further agrees to submit to the District:

#### ACCIDENT/INCIDENT & OPERATIONAL REPORTS

All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for the District shall be reported in writing to the District within five (5) working days. A preliminary oral telephonic or email report shall be made to the District immediately following the accident, and shall include whether any fatalities or injuries occurred and a general description of property damage. The parents/guardians and school of attendance, as well as any student affected, shall be notified by the Contractor as soon as possible and the whereabouts of the student disclosed. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor's internal communication problems shall not relieve the Contractor of its obligation to provide sufficient information and advance notification to the District, law enforcement or any other person/entity regarding an accident/incident as may be required by the California Highway Patrol and/or the State of California.

The Contractor shall provide any and all operational records the District deems necessary within ten (10) business days of the District's request.

#### **COMPLAINTS**

Keep complete and accurate records of all written and oral complaints received regarding the Contractor's services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, private schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

#### VEHICLE CERTIFICATION, PERMITS & REQUIREMENTS

The Contractor shall use only certified school buses, as required by federal and state laws and regulations, with an average age of ten (10) years, and at no time shall the age of any bus used exceed the maximum of fifteen (15) years on July 1 of each year.

All vehicles shall be equipped with two-way radios; fire extinguishers (as described in California Education Code Section 39838); and first aid and blood borne pathogen kits.

#### SPECIAL/MODIFIED EQUIPMENT REQUIREMENTS

All vehicles transporting students in wheelchairs shall be equipped with hydraulic lifts and wheelchair securement devices that comply with federal and state legal requirements. Lifts purchased in or after 1995 shall have a manual override to provide for operation in the event of failure in the electrical system.

Specialized equipment may only be utilized if designated in a student's IEP, or by mutual agreement of all parties involved.

#### SPECIAL/MODIFIED EQUIPMENT REQUIREMENTS

If any equipment used by Contractor in the performance of the contract is required to be installed or modified due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the Contractor without notification from the District. Contractor shall bear the entire cost of such modification and/or installation.

#### STANDBY VEHICLES

Contractor will provide an adequate number of standby vehicles equaling, at a minimum, twenty percent (20%) of the assigned daily routes committed under this contract. The buses will be of appropriate sizes, that meet all of the noted requirements, which shall be located by the Contractor within the District boundaries, so they may be substituted for regularly assigned vehicles, if needed, without delay. The standby vehicles shall be available on all days' schools are in session.

#### STANDBY PERSONNEL

Contractor will provide an adequate number of standby drivers equaling, at a minimum, twenty percent (20%) of the assigned daily routes committed under this contract. Contractor shall maintain a list of standby personnel to perform the work required pursuant to the contract if regularly assigned personnel are absent or otherwise unavailable. All standby drivers must be available to drive buses during the hours of 6:00 a.m. to 5:30 p.m. on school days and available within a reasonable time as determined by the District to cover any route or portion of a route. The Contractor shall submit this list to the District prior to the commencement of each work day.

#### DRIVER MEETINGS

The District reserves the right to call periodic bus driver meetings at the Contractor expense requiring mandatory attendance of all drivers servicing routes/trips under this contract.

#### DISCIPLINE ON THE SCHOOL BUS

Students transported by the Contractor shall be under the authority of, and responsible directly to, the driver of the vehicle, and the driver shall be held responsible for the safe and orderly conduct of the students at all times while they are in the vehicle. The Contractor is responsible to actively recruit school bus applicants who recognize the responsibility of safe pupil transportation and its dependency upon adequate enforcement of reasonable behavior. The Contractor is responsible for the enforcement of the policies – the Contractor and its employees do not establish policy. Pupil suspensions are the sole responsibility of the staff of the District. Contractor and its personnel shall adhere to guidelines established by the District at all times.

#### EXIGENT CIRCUMSTANCES REGARDING DEPARTURE WITHOUT A STUDENT

Recognizing that exigent circumstances arise where a driver must leave a student at a pick up or drop off location (e.g., when a student refuses to enter the vehicle) in order to adhere to the driver's scheduled route and to not prejudice other students, the driver shall immediately communicate to the Contractor the circumstances that required the driver to depart without a student; the Contractor shall then contact the District's designated personnel regarding the matter.

#### CERTIFICATE OF COMPLIANCE

Contractor shall furnish to the District proof that all vehicles utilized for the contract are certified by the California Highway Patrol. This proof shall be furnished prior to beginning operation under the Contract and at any time during the term of the Contract **upon the District's request.** 

#### VEHICLE INSPECTION

Allow the District to inspect all vehicles used in furnishing the services at any time during the term of the contract. A copy of each vehicle's annual California Highway Patrol Inspection Approval Certificate form 292 shall be sent to the District's Transportation Office or other District designee. Vehicles which are deemed by the District to be unfit for providing the required service shall be replaced by the Contractor with another vehicle of the same size, type and capacity, and in proper condition. Any required special education equipment shall be altered or installed on all such replacement vehicles at the Contractor's sole expense.

#### VEHICLE MECHANICAL CONDITIONS & APPEARANCE

All vehicles utilized by the Contractor under the contract shall be in excellent mechanical and safe operating condition during the entire term of the contract, and shall meet or exceed the applicable standards established by federal and California state laws and regulations, as well as accepted industry maintenance standards. Regular preventive maintenance shall be practiced on all vehicles.

All vehicles utilized by the Contractor for the District's needs shall be clean and sanitary, and shall have an excellent exterior and interior appearance in accordance with State standards during the entire term of the contract.

The Contractor shall maintain vehicle inspection reports and shall make said reports available to the District for review within five (5) business days of the District's request.

#### RADIO EQUIPMENT

Each vehicle shall be equipped with radios/phones for communication to a base station dispatch terminal before being used pursuant to the contract. All communication equipment will be maintained in good working condition at all times during the term of the contract. **District may require Contractor to provide the District with the Contractor's** Radio Frequency and/or a two-way radio.

#### DIGITAL VIDEO CAMERAS AND GLOBAL POSITIONING SYSTEM (GPS)

Each Transit Type D and Conventional Type C bus shall be equipped with at least three (3) fully functioning in-vehicle digital video camera that displays the full interior of the bus where students are positioned during transportation. The location of the cameras to be determined by the District. Each Van Type A or B bus shall be equipped with at least three (2) fully functioning in-vehicle digital video camera that displays the full interior of the bus where students are positioned during transportation. The location of the cameras to be determined by the District. The video camera shall capture and record images, either on the in-vehicle video recording unit or in a remote location, which must be copied/retained by the Contractor (and reviewable immediately upon demand by the District) for at least 30 days.

Each vehicle shall also be equipped with a fully functioning global positioning system (GPS) that the Contractor may use to track and record the vehicle's position at any given time and reviewable immediately upon demand by the District.

#### FACILITIES - VEHICLE PARKING

- Maintenance: The Contractor shall establish and maintain, throughout the duration
  of the contract, a maintenance facility/garage adequately equipped and staffed as
  required to perform preventative maintenance and repairs to vehicles used under the
  contract.
- Maintenance and administrative facilities shall be located by the Contractor within District boundaries.
- Administrative and Support Staff: A facility shall be located within District boundaries and shall be staffed as required to administer and support the transportation of students, including the availability of personnel to receive and place telephone calls and monitor the radio equipment during the hours that students are being transported each school day.

#### PRE-EMPLOYMENT SCREENING

The Contractor shall develop and implement a pre-employment screening program for all candidates for employment, including drivers. The screening program shall be designed to assist the Contractor in determining a candidate's suitability for assignment to services.

#### DRIVER REQUIREMENTS:

Provision of Personnel: The Contractor shall employ a sufficient number of qualified drivers and support personnel to assure the District of continuous, reliable, safe and ontime service. The Contractor shall also employ an adequate number of substitute drivers to ensure the District receives continuous and on-time service.

- Licenses: All drivers employed by the Contractor to provide the District service must hold a valid and current Commercial Driver License, California Department of Motor Vehicles ("DMV") "California Special Driver Certificate", a valid Medical Examiners Certificate and/or a valid The Contractor shall maintain a list of each driver's name, California Driver's License number and DMV summary record (also known as a DMV "employer pull notice"), which list shall be made available to the District upon two (2) days request.
- Prohibition: The Contractor shall not use drivers to provide the District services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or any controlled substance-related violation.
- Background: The Contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students, with such verification placed in the driver's file. The Contractor shall ensure that a driver does not provide service to the District when any background check or findings indicate criminal history convictions, as obtained through state and national searches (e.g., DOJ and FBI). The Contractor shall maintain a record keeping system available for the District's inspection upon two (2) days request to verify the foregoing.
- Health Requirements: Each driver employed by the Contractor to provide service to the District shall be in good health and is free from Tuberculosis prior to driving for the District, which test or examination shall then take place every two (2) years thereafter. Random testing of drugs and alcohol may be required by the District. Any driver failing to be tested or found to have a "positive" drug test result shall be immediately removed from service to the District. Contractor shall establish and maintain a record keeping system to assure that each driver meets these requirements. These records shall be available for review by the District within two (2) business days upon request.
- Smoking Prohibition: Drivers shall abstain from using tobacco products while students are present in the vehicle or on school grounds. Drivers, as well as their vehicles, must not smell of smoke or any other offensive odor.
- Moral Character: The Contractor recognizes that, for the protection of students, drivers' other contractors, and the District, the Contractor's employees who have contact with the students and their families must be of stable personality and high moral character. Contractor shall ensure that all of its personnel meet these qualifications. Contractor will not allow any person to drive (a) whose conduct might in any way expose a child to any impropriety of word or conduct; (b) who Contractor knows or has reason to know is not

- in a condition of mental or emotional stability; or (c) who is under the influence of drugs or alcohol, including prescription and non-prescription drugs that impair the safe operation of the vehicle.
- Lift Operation Requirements: Drivers who are required to lift students in and out of vehicles shall have special training, including refresher in-service training, provided by the Contractor in lifting techniques and treatment of the handicapped children who must be lifted, including appropriate methods of securing wheelchairs within a bus. Such personnel shall by physically capable of performing the required lifting. Proof of training will be submitted to the District within two (2) business days upon request.
- Time Schedules: All drivers shall be provided and required to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established route and time schedules.
- Route Assignments: Drivers shall be permanently assigned to the same route, whenever
  possible and shall have no more than two (2) reassignments during the school year
  unless a reassignment is determined by the District's Director or other designee to be in
  the District's best interest.
- Strict Adherence to Routes: Drivers shall strictly adhere to the driver's specific route and schedule and shall not alter his/her route for any personal reason. He/she is prohibited from stopping along his/her route for any personal reason(s).
- Training: The Contractor will conduct, on an annual basis and whenever a person is hired as a new driver, driver orientation sessions. The driver orientation shall include, but not be limited to: commercial driver's license requirements and test preparation; drug-free workplace requirements; pre-trip and post-trip equipment and safety inspections; defensive driving; loading and unloading procedures (including wheelchairs); railroad crossing safety procedures; backing maneuvers; emergency procedures; special equipment instruction (including car seat training); evacuation procedures; seasonal weather conditions; student management; disability awareness and sensitivity; dealing with parents/guardians of handicapped students; relationships with school personnel and the general public; student discipline; and other pertinent information.
- Evaluations: Drivers shall be evaluated by the Contractor at least once each semester for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year thereafter and shall be sent to the District within five (5) business days of the request. All drivers assigned to perform services under the contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be re-evaluated and retrained.

#### RIDING AIDE/ASSISTANT

The District has the sole authority and right to place an aide/assistant with the student when deemed necessary, including on a Contractor's bus.

#### DRIVER ASSIGNMENTS

The District shall have the right of approval for any driver assigned to any route or service under the contract and may, at the District's sole discretion, require the removal or reassignment of any driver from service under the contract.

#### SHARING OF INFORMATION

The District will provide the Contractor with IEP Behavior Plan and other educational information as necessary for performance of the Contract. The Contractor agrees that it will use IEP Behavior Plan and other educational information only for this purpose and acknowledges that it is prohibited by law from sharing this information. The Contractor further understands and agrees that pursuant to the Contract it provides a service to the District that the District would otherwise provide itself, and therefore the Contractor has legitimate educational interests in any student information which it receives, uses, maintains or to which it has access. The Contractor further agrees that it is under the direct control of the District with respect to the use and maintenance of information from student educational records.

The Contractor and its agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the services pursuant to the Contract and shall maintain records in accordance with all applicable federal and state laws and regulations.

The Contractor and its agents, personnel, employees, and/or subcontractors agree that records relating to individual pupils provided by the District are subject to the Family Educational Rights and Privacy Act ("FERPA"). Such records shall be confidential to the extent required by FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060, et seq.; and other state and federal law. Each party to the Contract will provide satisfactory assurances to the other party that confidential education information will be appropriately safeguarded through the execution of the Contract

#### ROUTING AND SCHEDULING

Students are to be transported directly to their schools from their places of residence (or pre-designated boarding point, if different). Pupils are to be delivered to school not more than twenty (20) minutes, nor less than five (5) minutes, prior to class starting time, and have transportation vehicles arrive at each school for the return trip at least five (5) minutes prior to the dismissal of class.

#### Changes in Established Routes

• The Contractor must inform the District in writing, within two (2) business days, of any changes to established routes. This includes, but is not limited to, informing the District of any instances where the Contractor determines that a student is not in need of transportation services on one or more routes.

#### FIELD TRIPS AND OTHER SCHOOL SPONSORED ACTIVITIES.

The Contractor will provide the District services for field trips as the District may authorize. The Contractor shall describe in its response to this RFP its cancellation policy regarding field trips, including any cancellation penalties when trips are canceled by the District.

#### ADMINISTRATION AND SUPERVISION OF SERVICES

The Contractor shall maintain staff as required for effective management and supervision of the services provided to the District. In addition to such other personnel as may be required to administer the contract for student transportation, the Contractor shall designate a liaison and crisis management contact person for emergency contact with the District.

#### Section 3 – Terms and Conditions of Proposal and Contract

#### FOUAL OPPORTUNITY

The Vendor must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

#### FRRORS AND OMISSIONS

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Vendor shall immediately notify the District of such error in writing and request clarification or modification of the RFP. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Vendor fails to notify the District, prior to the date fixed for submission of proposals, of an error in the RFP known to it, or an error that reasonably should have been known to it, the Vendor shall bid at its own risk, and if awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Vendor should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to it, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

#### ADDENDA ACKNOWLEDGEMENT

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

#### VENDOR AGREEMENT AND UNDERSTANDING

In compliance with this RFP, the Vendor will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. All work that may be called for in the specifications shall be executed and furnished by the successful Vendor, and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

It is further understood and agreed that the Vendor has been, by careful examination, satisfied as to the nature and location of the work, the character, quality and quantity of the

materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the terms or obligations herein contained.

#### COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS

The Vendor agrees that the services offered will meet all the requirements of the specifications in this Solicitation unless deviations from them are clearly indicated in the **Vendor's Proposal.** The **Vendor may submit an attachment entitled "Exceptions to** Specifications," which must be signed by the **Vendor's authorized representative.** An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

#### **VENDOR'S SIGNEE**

If the Vendor is an individual or an individual doing business under a company name, the proposal must, in addition to the company name, be signed by the individual. If the Vendor is a partnership, the proposal should be signed with the partnership name by one of the partners. And if the Vendor is a corporation, the proposal should be signed with the name of the corporation by an officer authorized to execute a proposal on behalf of the corporation.

#### **EVALUATION CRITERIA**

Evaluation criteria will be used as stated in this RFP. The Evaluation Committee may also contact and evaluate the Vendor's references; contact any Vendor to clarify any response; contact any current users of a Vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The weights below show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

Criteria	Weight	Score	Weighted Score				
Price Proposal	20						
Qualifications & Ex	perience						
References	20						
Experience	25						
Project Team	15						
Proposal Quality	20						
Total Weighted Evaluation Ranking							

Discussions may, at the District's option, be conducted with responsible Vendors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Vendors.

Interviews may, if deemed necessary at the District's sole discretion, be held with the most qualified responding Vendors.

A Notification of Intent to Award may be sent to any Vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next best Vendor or withdraw the RFP.

#### ACCEPTANCE PERIOD

Proposals are firm for a period of ninety (90) days unless otherwise specified. Any offer received shall be considered an offer that may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations. Proposals cannot be corrected, altered, signed or withdrawn after public opening.

#### VENDOR AGREEMENT TO TERMS AND CONDITIONS

Submission of a signed proposal will be interpreted to mean the Vendor has agreed to all the terms and conditions set forth in the pages of this RFP solicitation.

#### AWARD OF CONTRACT

Award will be made to the Vendor offering the most advantageous proposal after consideration of all evaluation criteria. The District will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the evaluation criteria. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.

#### DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the District's property, and will be returned only at the District's option and at the Vendor's expense. The original copy shall be retained for official files and will become a public record after the date and time for final proposal submission, as specified. However, confidential financial information submitted in support of the proposal requirements will be returned upon request.

#### EXTRA WORK

No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District.

#### CHANGES TO WORK

The District shall have the right to make any changes that may be hereafter determined upon, in the nature or dimensions of the work, either before or after its commencement, and such changes shall in no way affect or void the obligations of the contract. If such changes result in a change to the cost of the work, an equitable adjustment of fees shall be made by the District to cover said cost.

#### TERMS OF THE OFFER

The District's acceptance of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

#### **DISTRICT'S ALTERNATIVE VENDORS**

The District reserves the right to solicit, purchase and obtain from Vendors other than the successful Vendor certain products and services of a nature similar or equivalent to those products and services solicited in this RFP.

#### LAWS GOVERNING CONTRACT

The contract shall be in accordance with the laws of the State of California. The parties stipulate that the contract is entered into in the County of Ventura, in the State of California. The parties further stipulate that the County of Ventura, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions rising here from.

#### CHANGES TO THE CONTRACT

The contract may be changed or amended by written, mutual consent of the District and the successful Vendor. No alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

#### TIME OF THE ESSENCE

Time is of the essence of the Contract.

#### SEVERABILITY

If any provisions, or portions of any provisions, of the Contract are held invalid, illegal, or unenforceable, they shall be severed from the Contract and the remaining provisions shall be valid and enforceable.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing the contract, certifies that the Vendor does not appear on the Excluded Parties List: https://www.sam.gov/portal/public/SAM.

#### NO RIGHTS IN THIRD PARTIES

The Contract does not create any rights in or inure to the benefit of any third party.

#### NOTICE PROVISION

All notices and invoices provided for under the Contract shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party's designated contact. Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party to the Contract must give written notice of a change of address.

#### LICENSES AND PERMITS

The Contractor shall, unless otherwise provided elsewhere in the Contract, at its sole expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the Contract, and shall give all public notices necessary for the lawful performance of the Contract.

#### TAXES

The Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the Contract, shall make any and all payroll deductions required by law, and shall defend, indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Do not include California sales/use tax unless price proposal calls for Total Proposed Price. The District is exempt from federal excise tax.

#### STATUS OF CONTRACTOR

The Contract is not one of employment. The Contractor, in the performance of the Contract, shall be and act as an independent contractor. The Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The Contractor shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Contractor's employees. In the performance of the work contemplated in the Contract, the Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the District being interested only in the results obtained.

#### INSURANCE REQUIREMENTS

Unless specifically waived by the District, the following insurance is required of the Contractor:

i. If the Contractor employs any person to perform work in connection with the Contract, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws, when applicable. Employers' Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) per accident or disease.

The Contractor shall also check one of the boxes below as set forth in the Contract:

- □ The Contractor 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 will comply with such provisions before commencing the performance of the work of the Contract.
- □ The Contractor does not employ anyone in the manner subject to the workers' compensation laws of California.

The Contractor shall maintain Commercial General Liability insurance, including automobile coverage, with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The Contractor shall also maintain Abuse and Molestation insurance coverage, with a minimum limit of Two-Hundred Fifty Thousand Dollars (\$250,000). The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached to the Contract. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against the Contractor. The policy shall protect the Contractor and the District in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in

the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If the Contractor is offering OSD professional advice under this Contract, the Contractor shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of Five Million Dollars (\$5,000,000) per claim.

OR

iv. The Contractor is not required to maintain any insurance under the Contract, and a completed and approved Waiver of Insurance Form is required in every such case. Waiver of insurance does not release the Contractor from responsibility for any claim or demand.

#### SUBMITTAL OF DOCUMENTS

The Contractor and its employees shall not commence the work under the Contract until the Contractor has submitted and the District has received evidence of, confirmed and approved all of the following:

- Tuberculosis Clearance Documentation from a health care provider showing negative TB status within the last two years.
- o General Liability Insurance Certificates and Endorsements General Liability insurance in compliance with the section pertaining to Insurance Requirements, above.
- o Workers' Compensation Insurance Certificates and Endorsements Workers' Compensation insurance in compliance with the section pertaining to Insurance Requirements, above.

#### NON-DISCRIMINATION

It is the District's policy that in connection with all work performed under contracts that there be no discrimination against any anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the Contractor agrees to comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (beginning with Government Code Section 12900); Labor Code Section 1735; and District policy. In addition, the Contractor agrees to require like compliance by all its subcontractor(s), if any. The Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

#### **ASSIGNMENT**

The obligations of the Contractor under the Contract shall not be assigned by the Contractor without the District's express prior written consent.

#### DRUG-FREE & SMOKE FREE POLICY

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on the District's property.

#### INVOICING

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

#### SERVICE ADJUSTMENTS AND LIQUIDATED DAMAGES

If the Contractor fails to provide transportation to students as specified in the Contract, it shall be liable to the District for all losses and damages therefrom; and because from the nature of the services to be provided under the Contract, it is and will be impracticable and extremely difficult to ascertain and fix the **District's actual damages from any such failure of** performance, it is agreed that the Contractor will pay as liquidated damages to the District:

#### No Service Provided

The District reserves the right to deduct from invoices, an adjustment for the cost to the District of substitute transportation procured by the District when service is not provided by the Contractor as specified on assigned routes and/or trips "Services not Provided" is defined as:

- Breakdown in Contractor's equipment, resulting in no service or service in excess of thirty (30) minutes behind schedule along any portion of an assigned route.
- Failure of the driver for any reason to follow an assigned route as scheduled resulting in no service or service in excess of thirty (30) minutes behind schedule along any portion of an assigned route.
- Contractor's dispatching which conflicts with assigned routes or in any way results in no service or service in excess of thirty (30) minutes behind schedule along any portion of an assigned route.

If substitute service is available, District will deduct actual incurred costs plus the bid price for the route or that portion of the route not serviced.

If no substitution is available for "no service", District will deduct double the amount of the bid price for the route or that portion of the route not serviced.

Acts of God and other uncontrollable factors which might result in service not provided, are not assessable for invoice deductions.

#### Liquidated Damages

From the nature of the services to be rendered the Contractor and the District agree that it is extremely difficult to fix actual damages which may result from failure on the part of the contractor to perform any of its obligations herein and the resulting loss to the District. Therefore, both parties agree that the Contractor liability should be limited to and fixed at the sum stated in this section of the contract, as liquidated damages and not as a penalty and this liability shall be exclusive of any other remedy, to be deducted automatically by the District from Contractor invoices.

Breakdowns, failures to follow schedules, dispatching which conflicts with schedules, problems caused by drivers, or any other factor not an Act of God or a result of the **District's action which results in "no-service"**, late or early service, for any portion of the assigned route(s) are all considered failure to perform for purposes of liquidated damages.

Late and Early Service – Late service (more than 10 minutes, but less than 30 minutes in excess of schedule), and early service (more than 5 minutes ahead of schedule) will be assessed liquidated damages of \$100.00 per occurrence.

Liquidated damages shall be assed at the rate fifty dollars (\$50.00) per day for each incident failure to submit to the District any report or notification requested or required by the District.

Liquidated damages shall be assed at the rate one hundred dollars (\$100.00) per Contractor-operated vehicle that is dispatched without the proper equipment (e.g., seat belts, harnesses) and/or functioning two-way radio and/or functioning video camera or GPS.

Any failure of the contractor to post and display signs, notices or identification markings on buses which are requested by the District at times, locations and or routes specified by the District, according to the requirements herein, the sum of fifty dollars \$50.00 per bus per day will be charged.

In the event any of driver employed by the Contractor under the terms of this contract fails to perform any and all duties and functions as required by law, regulations and/or District policy the fixed sum of fifty dollars (\$50.00) will be charged.

The sum of one hundred dollars (\$100.00) will be charged for each occurrence of failure to maintain an adequate number of qualified buses and/or drivers.

Failure to notify the District of any accident, incident or confrontation while this contract is in effect shall be liquidated at the rate of one hundred dollars (\$100.00) per occurrence.

The assessment of liquidated damages and/or deductions as provided under this contract shall in no way relieve the Contractor of his obligation to provide sufficient service, buses or drivers, or to meet any of the terms of this contract. The liquidated damages or deductions as assessed under the contract shall not be considered as a binding

determination of the amount of actual damages suffered by the District for the breach of any of the terms of the contract and said damages, when ascertainable, shall be actual damages suffered by the District.

#### Adjustment of Contract Rates.

The Oxnard School District reserves the right to adjust upward or downward the rates, effective July 1, each year of this contract. Any and all increases or decreases shall be Limited to the percent of increase or decrease in the Consumer Price Index for urban consumers for transportation costs for the Los Angeles-Long Beach area on an averaged, annual basis, as of April 1. The Contractor must submit his request, in writing, for this possible adjustment, no later than May 1 of the current year of the Contract.

#### Parent Pay

The Oxnard School District reserves the right to institute a parent pay program, at its sole discretion, at any time during this contract. All finds collected in this program are the property of the Oxnard School District. The Contractor shall implement the program as directed by the District.

#### Parent/Rider Notification System

The Oxnard School District reserves the right to institute a parent/rider notification system, at its sole discretion, at any time during this contract. The Contractor shall implement the program as directed by the District.

#### RIGHT TO WITHHOLD

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

#### FORCE MAJEURE

The contractor shall be excused from performance under the Contract during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism; epidemic, quarantine; strike, lockout, labor dispute, oil or fuel shortage, freight embargo; rationing or unavailability of equipment, materials, products, plants or facilities; commandeering of equipment, materials, products, plants, or facilities by the Government; or any other occurrence which is beyond the control of the Contractor, when satisfactory evidence thereof is presented to the District.

#### DAMAGE

The Contractor shall be held responsible for any breakage or loss of the District's equipment or supplies through negligence of the Contractor or its employee while working on the District's premises. The Contractor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The Contractor shall immediately report to the District any damages to District property, whether real or personal, resulting from services performed under the Contract.

#### DEFENSE AND INDEMNIFICATION

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

#### MATERIAL BREACH

If the Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to the Contract, the same shall be deemed a material breach of contract. The District, at its sole discretion, may terminate the Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance. These remedies shall be in addition to any other remedies available to the District.

#### **ATTORNEYS' FEES AND COSTS**

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

#### TERMINATION OF CONTRACT

The District may terminate the Contract without cause at any time with ninety (90) days written notice to the Contractor. The District may terminate the Contract with cause at any time with thirty (30) days written notice to the Contractor. Termination for cause shall be at **the District's sole discretion and shall be, but is not limited to, failure to provide service** specified within the time allowed or within the terms, conditions or provisions of this Contract. The Contractor may not cancel the Contract without prior written consent of the **District's Governing Board.** 

#### Section 4 - Submittal Instructions

#### SCHEDULE - KEY DATES

- 1. Request for Statements/Request for Proposals mailed/issued and advertisement runs: <u>January 10, 2018</u>
- 2. Pre-Bid Conference: <u>January 24, 2018</u> at <u>11:00 a.m.</u> (PST) at 1051 South A Street, Oxnard, CA 93030 (Oxnard Room)
- 3. Deadline for Questions Regarding Request for Statements/Request for Proposals: <u>January 31, 2018</u>
- 4. **Deadline for OSD's Answers to Questions Regarding Request for** Statements/Request for Proposals: *February 7, 2018*
- 5. Proposals Due: <u>February 14, 2018</u> at <u>4:00 p.m.</u> (PST).
- 6. Proposer Interviews (if deemed necessary **and at OSD's sole discretion):** February 20 22, 2018
- 7. Finalists notified: February 26, 2018
- 8. Final determination/Board Award: <u>March 21, 2018</u> at OSD's Board of Trustees meeting.
- 9. Contract Start Date: July 1, 2018

#### **INSTRUCTIONS**

All questions concerning this RFP must be directed to Lisa A. Franz, Director, Purchasing for Oxnard School District, Ifranz@oxnardsd.org.

Vendors are not to contact any other District staff **or members of OSD's Board of Education** about this RFP or the selection process. Any Vendors who violate this request will be disqualified from further consideration.

Submission by facsimile or e-mail <u>is not</u> acceptable. Submissions received after the deadline will be returned unopened.

The statement of qualifications and proposal must be returned in sealed and properly identified envelopes or packages to:

Oxnard School District Purchasing Department Attention: Lisa A. Franz 1051 South 'A' Street Oxnard, California 93030 This RFP, and any subsequent amendments and/or updates will be available at:

#### www.oxnardsd.org

Vendors are responsible for checking the aforementioned website for information and changes to this RFP.

#### SUBMISSION AND RECEIPT OF PROPOSAL PACKAGES

Sealed Proposal packages shall be received by the Oxnard School District Purchasing Department, Attention: Lisa A. Franz, 1051 **South 'A' Street**, Oxnard, CA 93030 no later than February 14, 2018 at 64:00 p.m. (PST).

Packages shall be submitted in a sealed envelope(s) marked with:

- Vendor's Name
- Attn: Lisa A. Franz, Director, Purchasing
- Re: RFP #17-01, Transportation Services

Proposals submitted by mail should be submitted sufficiently in advance to ensure delivery to Lisa A. Franz at the Purchasing Department (full address set forth above) prior to the specified deadline date and time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office, or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of any proposal to the person and address set forth above. All proposals received after the scheduled deadline for receipt of proposals will not be considered.

Vendors are required to send one (1) original and two (2) bound copies (NO BINDERS PLEASE) of a proposal, as well as one (1) copy included on a USB flash drive. Incomplete proposals may be deemed non-responsive and therefore not considered. The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract with the selected vendor prior to entering into a contract.

Proposals and any other information submitted by vendors in response to this RFP shall become the property of the District. Notwithstanding any indication by the vendor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award.

#### Section 5 - Proposal Format and Contents ECONOMY OF PREPARATION

The submission of proposals will consist of information provided in the format defined in this section (Section 4). They should be prepared simply and economically, providing a straightforward and concise explanation of capabilities that will satisfy the requirements of the RFP. Emphasis in the submission of the RFP should be placed on completeness and clarity of content.

#### COVER LETTER

- Identify the Vendor's core team.
- Provide the name of the **Vendor's contact person, phone number and fax number** relating to this RFP.
- Summarize the Vendor's history and projects most relevant to the District's needs.

#### TABLE OF CONTENTS

Sections and page numbers for requested information.

#### **EXECUTIVE SUMMARY**

Responses shall demonstrate how they summarize the Vendor's overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems.

Vendor shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary.

#### FORMAT AND CONTENT

#### Section A - General Information

Provide the following information about your company:

- 1) Company name, address and point of contact for this proposal (including prior business or operating names and dba names):
- 2) Telephone and Facsimile:
- 3) Company Web Address:
- 4) Point of Contact Email:
- 5) Type of Company:
- 6) Names and titles of all principals/officers/partners of the Company:
- 7) Have you or any of your principals been in litigation or arbitration involving bus service for any public, private or charter K-12 schools during the prior five (5) years? If yes, provide the name of the school district and briefly detail the dispute:

8) Provide a succinct summary of your Company's overall qualifications and capacity to provide the services requested in this RFP. Provide information that documents experience with providing SET bus/transportation services to K-12 public, private and charter schools, if available. Also set forth or attach a short history of your Company, including whether it is local, national, or international, as well as approximate number of employees. Finally, provide the number of Company offices and locations.

Section B - Legal

(8) Have	you	ever	had	а	contract	term	inated	for	conven	ience	or	default	in	the	prior	five
years?																

If yes, provide details including the name of the other party:

9) Is	your Company,	owners,	principals,	partners,	and/or	managers ir	nvolved in or	is
your	Company aware	e of any p	pending liti	gation reg	garding	professional	misconduct,	bac
faith	, discrimination,	or sexua	I harassme	nt?		(Yes or No)		

If yes, provide details:

(10) Is your Company, ow	ners, principals, partne	rs, and/or managers in	nvolved in or
aware of any pending disc	iplinary action and/or ir	nvestigation conducted	by any local,
state or federal agency? _		(Yes or No)	

If yes, provide details:

Section C - References

Submit information regarding three (3) comparable K-12 transportation services for general education and special education students that your Company has completed as the primary contractor within the last ten (10) years. Indicate the start and completion dates, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Provide the owner's name, address, telephone number, and contact person for each reference. Information obtained through the references will be evaluated by the District.

Reference Format: To be submitted for each of the three (3) references required.

Customer Name: Contact Name: Title: Address:

Phone #: Fax #: Fmail:

Web Address: Approximate Annual Sales: Years of Service:

Services Provided:

#### Section D - Additional Proposal Requirements

- Provide current State of California Highway Patrol Safety Compliance Report/Terminal Record Update (form number CHP 343).
- Submit the following:
  - o A copy of your **company's** current CHP Motor Carrier terminal Inspection.
  - o A Certificate of Insurance.
  - o A list of certified buses.
  - o A list of all anticipated drivers and their California **Driver's** License numbers.
- The Vendor shall also submit a Price Proposal. The Price Proposal for proposed services must be submitted as a completed Attachment A to this RFP. The price proposal shall consist of all costs associated with the Scope of Work and all other requirements set forth in this RFP. In order to accurately compile and evaluate all of the responses, the response format must be submitted on the **District's Proposal Form. IF YOU FAIL TO FOL**LOW THE INSTRUCTIONS, YOUR BID MAY BE REJECTED.
- The Vendor shall also submit a fully-completed, fully-executed, and notarized Non-Collusion Affidavit, which is included as Attachment B to this RFP.
- All work proposed to be completed by the Vendor must be clearly outlined. The
  Vendor will not assign or transfer any of its rights, burdens, duties, or obligations
  under the Contract to its parent company, affiliates, subsidiaries, sub-contractors, or
  related legal entities by operation of law or otherwise without the prior written
  consent of the District's Board of Trustees.
- The District is committed to the State's efforts to reduce greenhouse emissions by: implementing initiatives to reduce green gas emissions to 1990 levels by 2020; planning to implement the use of bio-diesel fuels; and planning to upgrade vehicles with exhaust scrubbers to reduce solid emissions. The Vendor shall describe its plans to support the District's commitment to reduce greenhouse emissions.
- Describe the customer service training provided for all of the Vendor's employees and the plan to provide the District exemplary customer service.
- Describe what remedy/compensation would be provided to the District should exemplary customer service levels fall below exemplary standards.
- Describe customer complaint mitigation and the escalation process for service issues.
- Vendors are invited to submit other information believed to be relevant to the **District's selection process.**
- As there is further information sought throughout this entire RFP, Vendors must ensure that they completely review and respond to any other inquiries set forth throughout this RFP.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that r Name of Bidder]	neither	_ NOr [Type/Print
voluntarily excluded from participation I further agree that I will include this cl solicitations, proposals, contracts and s	ispended, proposed for debarment, decla in this transaction by any Federal departr ause without modification in all lower tien ubcontracts. Where the Vendor/Contracto atement, it shall attach an explanation to	ment or agency. r transactions, or or any lower
IN WITNESS WHEREOF, this instrumer named Vendor/Contractor on thepurposes of submission of this proposa	t has been duly executed by the Principa day of I.	l of the above 2017 for the
Ву	Signature	
	_ Typed or Printed Name	
	_ Title	
As the awardee under this Proposal, I has of the date of Contract award, speci		remains valid
Ву	Signature	
	_ Typed or Printed Name	
	_ Title	
foregoing is true and correct. Executed	erjury under the laws of the State of Cali this day of (city/county), State of	
	_ Company Name	
	_ Title	
	Signature	
	Print	

#### Attachment A

#### PRICE PROPOSAL FORM - RFP RE OSD SET BUS SERVICES

Base Schedule Requirements

The following is an approximation of the number and size of the vehicle requested under the terms of this contract and the approximate miles and hours the vehicles will be committed to this contract. These buses will be required for a minimum of 180 days per regular school year and 20 days for extended school year.

Four (4) hour/ 75 Mile Base:

Nineteen (19) – Type D (Transit Buses with under carriage storage)

Twenty (20) - Type A or B (Cut-a Way Van)

Nine (9) - Type C (Convectional Buses)

1. Home to School Transportation for Regular School Year and Extended School Year Program:

Bus Type and Capacity	Minimum 4-hour/75	Rate Per	Rate Per
	Mile Rate	Over Hour	Over Mile
Type A or B (18-20 Ambulatory			
Passengers)			
Type C (30-46 Ambulatory			
Passengers)			
Type C (30-46 Ambulatory			
Passengers with minimum 2			
Wheel Chair Positions)			
Type D (78 – 84 Ambulatory			
With undercarriage storage)			

2.	<ol> <li>Field trip rate, trip as specified by special request, on equiparts above service:</li> </ol>	ment in normal use for th
	Hourly Rate:	
	Mileage Rate:	

#### Attachment B

## NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID (PUBLIC CONTRACT CODE SECTION 7106)

I, [print name]	, being first duly sworn,
depose, say and declare: I am the	
[title]	of [bidder name]
, the parnot made in the interest of, or on behalf of, any und association, organization, or corporation; that the bid the bidder has not directly or indirectly induced or so sham bid, and has not directly or indirectly colluded, bidder or anyone else to put in a sham bid, or that a bidder has not in any manner, directly or indirectly, so conference with anyone to fix the bid price of the bid overhead, profit or cost element of the bid price, or advantage against the public body awarding the concontract; that all statements contained in the bid are directly or indirectly, submitted his or her bid price of thereof, or divulged information or data relative ther any corporation, partnership, company, association, member or agent thereof to effectuate a collusive or pay, any person or entity for such purpose.	rty making the foregoing bid, that the bid is isclosed person, partnership, company, d is genuine and not collusive or sham; that blicited any other bidder to put in a false or conspired, connived, or agreed with any nyone shall refrain from bidding; that the sought by agreement, communication, or dder or any other bidder, or to fix any of that of any other bidder, or to secure any tract of anyone interested in the proposed extrue; and, further, that the bidder has not, r any breakdown thereof, or the contents eto, or paid, and will not pay, any fee to organization, bid depository, or to any
Any person executing this declaration on behalf of a joint venture, limited liability company, limited liability represents that he or she has full power to execute, behalf of the bidder.	y partnership, or any other entity, hereby
I declare under penalty of perjury under the laws of true and correct and that this declaration is executed [city], County of	d on [date], at
	Signature of Bidder
NOTARY FOR NON-COLLUSION AFFIDAVIT	
Subscribed and sworn to (or affirmed) before me this, 2017	s day of
Siç	gnature of Notary
(SEAL OF NOTARY)	Typed Name of Notary

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 4/18/18
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 Readir	ng 2 <sup>nd</sup> Reading
	<b>-</b>
Approval of Amendment No. 003 to Agreem	ent #15-89 for CSDA Design Group to provide
additional Architectural Services for	
(Penanhoat/Fateh/CFW)	
1	

At the August 26, 2015 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #15-89 with CSDA Design Group (now and going forward known as CSDA) to provide Architectural Services to complete the design for the Marshall New School Project (Project).

Amendment No. 003 and the attached proposal received from CSDA is for Value Engineered Scope of Work including: Re-design of the Toilet & Locker Room at Marshall New School Project.

#### **FISCAL IMPACT:**

<u>Sixteen Thousand Ten Dollars and Forty-Four Cents [\$16,010.44]</u> 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 No. 003 to Agreement #15-89 with CSDA for the Marshall New Classroom Project for additional architectural and engineering services.

#### ADDITIONAL MATERIAL(S):

- Amendment No. 003, CSDA Design Group (3 Pages)
- Proposal dated March 27, 2018, CSDA Design Group (6 Pages)
- Agreement #15-89, CSDA Design Group (118 Pages)

## Amendment No. 003 to Architect Services Agreement #15-89

The Architect Services Agreement ("Agreement") entered into on August 26, 2015, by and between the Oxnard School District ("District") and CSDA Design Group, ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 003 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 Marshall New Classroom Building 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 Marshall New Classroom Building;

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 CSDA Design Group 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:

#### <u>AMENDMENT</u>

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 Value Engineered Scope of Work including: Re-design of the Toilet & Locker Room at Marshall New School Project. 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 is associated with certified close-out of Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in the attached proposal hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

**SECTION 5.2.3b Additional Compensation for Marshall New Classroom Building 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. Sixteen Thousand Ten Dollars and Forty-Four Cents (\$16,010.44) for the Value Engineered Scope of Work for the Marshall New Classroom Building project including: Re-design of the Toilet & Locker Room: Per the direction of CFW, the District needs to reconfigure the locker room to add more lockers and to reconfigure the entry between the toilet rooms and locker rooms (boys & girls). The entry vestibule to the toilet rooms, as shown in the approved plans, will be converted to an office and this passageway to the toilets rooms will be removed. This change will impact disabled access and the mechanical and electrical systems.

#### The total sum for the additional services will be:

**Sixteen Thousand Ten Dollars and Forty-Four Cents (\$16,010.44).** 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 August 26, 2015 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. 003 and represented that each has authority to do so on the dates set forth below:

OXNA	ARD SCHOOL DISTRICT:		
Ву:	Lisa A. Franz, Director, Purchasing	Date	
CSDA	DESIGN GROUP:		
Ву: _	Michael Schoen, Principal	Date	



March 27, 2018

CFW Inc. **Implementation Services** 815 Colorado Blvd. Suite 201 Los Angeles, CA 90041 Attn: Jennifer Macisaac

Re: **Marshall Elementary School** 

> CSDA Project # 1534.01 Agreement # 15-89

Subject: Re-design of the Toilet & Locker Room

Additional Services Proposal No. 2

#### Dear Jennifer:

CSDA Design Group (CSDA) is pleased to be given the opportunity to continue to work with the Oxnard School District (OSD) and CFW on the Marshall Elementary School New Classroom Project. It is our understanding that CFW has requested the re-design of the toilet and locker room for the project. The scope of work for the Architectural services related to this project are listed below.

#### Scope of Work

Re-design of the Toilet & Locker Room: Per the direction of CFW, the District needs to reconfigure the locker room to add more lockers and use its entry to the toilet rooms (boys & girls). The entry vestibule as shown in the approved plans to the toilet rooms will be converted to an office and the passage way to the toilets rooms will be removed. This change will impact the access and the mechanical and electrical systems

#### Compensation

As compensation for professional Architectural and Engineering services for the scope of work as outlined above, CSDA proposes a total lump sum fee of \$16,010.44 (Sixteen Thousand and ten Dollars, and forty four Cents) per the below fee breakdown below.

Total fee:	\$16,010.44
Electrical	\$4,200.00
Mechanical	\$4,800.00
Architectural	\$7,010.44

#### **Exclusions**

Services beyond the Scope of Basic Services/Additional Services not included in CSDA's fee but can be provided if required:

- 1. Engineering Services not specifically listed in this proposal
- 2. Any other item not specifically included in the scope of services and scope of work as listed within this proposal

#### Closing

CSDA looks forward to continuing our relationship with CFW and the successful completion of the Marshall Elementary School New Classroom Building project. I would be happy to review with you, in detail, this proposal and am available to answer any questions you may have. I, along with the entire team, look forward to working with you and your team.

Sincerely,

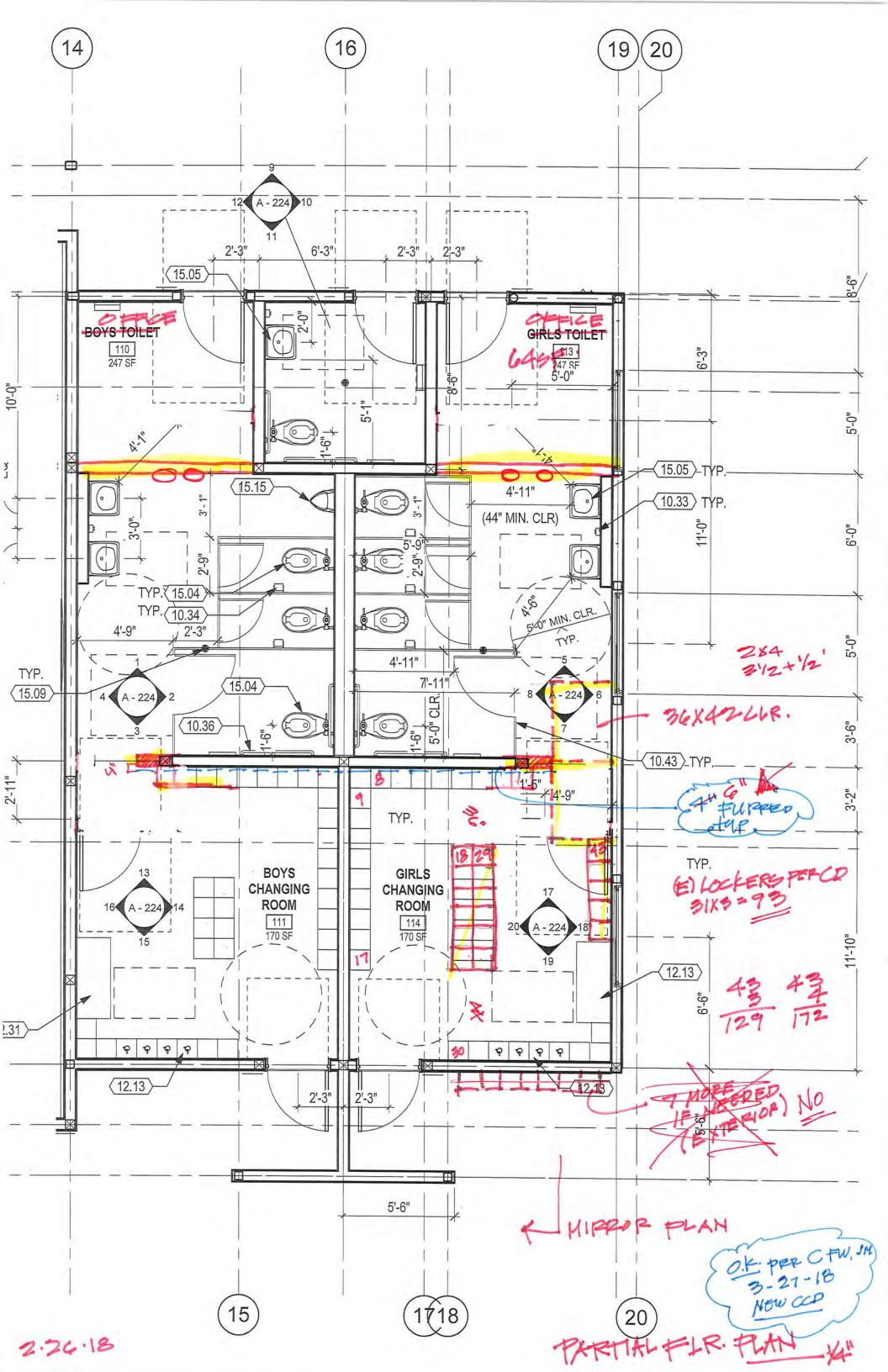
**CSDA DESIGN GROUP** 

Michael Schoen, AIA, LEED AP

Principal

cc: Anissa K. Wong - Principal

CSDA File





Project:	MARSHALL ELEMENTARY SCHOOL								La	atest Revision Da	ate:01/12/201
Scope	NEW CLASSROOM BUILDING										
Client:	OXNARD Unified School District										
Proj. No.:	1534.01										
Labor	ARCHITECTURAL - CSDA										
	<u>-</u>			Project	F	Project	Sr. Construction			Adminstrative	
		Prin	cipal	Manager		rchitect	Administration	Job Captair	Sr. Drafter	Assistant	
	PROJECT PHASE & TASK DESCRIPTION		ограг								
	RE-DESIGN										
	Review and coordination of existing conditions and cut bolts			4							4.0
	Review and coordinate the revision of DSA-Approved details and calculations			<b>-</b>							7.
	per changes needed to repair bolts and embed plates.	2	2	4					24		30.
	Communicate and coordinate design changes with client and Inspector of										
	Record			4							4.0
	DSA COORDINATION & SUBMITTAL										
	DSA pre-appointment coordination and scheduling										0.0
	DSA preparation of documents - CCD documents and back-up			6					8	1	15.0
	Meeting with DSA Field Engineer to review			6							6.0
			2	24		0	0	0	32	1	
	CLASSIFICATION RATES		40.18			128.01	· ·	\$ 109.88			
	SUBTOTAL COST - ARCHITECTURAL	\$ 4	80.36	\$ 3,762.72	\$	-	-	\$ -	\$ 2,696.00	\$ 71.36	\$7,010.44
	CONSULTANTS										
	Structural Engineer (See Attached Proposal And Fee Breakdown)										
	SUBTOTAL COST - CONSULTANTS										\$0.0
	TOTAL ARCHITECTURAL AND ENGINEERING SERVICES										\$7,010.44



March 13, 2018

Mr. Michael Schoen, AIA CDSA Design Group 889 N. Douglas Street, Suite 100, El Segundo, CA 90245

RE: Marshall Additional Lockers / PE Offices

Marshall E.S.

Oxnard School District

Dear Mr. Schoen:

As you requested, the following is our revised proposal to revise Mechanical and Plumbing construction documents for the above referenced project, based on RFP and drawings that we received from your office.

#### A. SCOPE OF WORK:

Provide new HVAC system for PE offices, Revise plumbing layouts and exhaust system for boys and girls toilets.

#### B. FEE PROPOSAL:

- 1. For the foregoing scope of work, our Mechanical Engineering service will be **\$4,800.00** (Four Thousand Eight Hundred Dollars).
- 2. We shall be paid in the same schedule and proportion as architect is paid by the owner.

If this proposal is acceptable, please sign and return a copy to our office. Thank you for your consideration. Please call me if you need further information.

Sincerely,	
Vazgen Ohanian, P.E. Principal	
ACCEPTED BY:	_ DATE:



TURPIN & RATTAN

ENGINEERING, INC. CONSULTING ENGINEERS

2441 HONOLULU AVENUE, SUITE 200 MONTROSE, CA 91020-1823

818 / 249 / 0444

#### CHANGE MEMORANDUM

Date: March 13, 2018

To: CSDA Design Group

Attention: Mike Schoen / Jose Arche

Project Name: OXNARD SCHOOL DISTRICT -- Marshall Elementary School, New CR Building

**ADDITIONAL SERVICES - Additional Lockers/PE Offices** 

Project No.: **TREI #15444.M00** 

The changes described below are being submitted for your authorization. Please confirm this authorization by signing the space provided and returning one copy of this memorandum for our files.

#### **Description of Changes:**

Per the email received on March 7, 2018, this change is to revise the First Floor Toilet Rooms to include new PE offices and reconfigure the Locker Rooms for additional lockers.

These Additional Services include the following tasks:

- Revise the following information (drawings) as required for submission to DSA:
  - a. Title 24 Information
  - b. First Floor Lighting Control Floor Plan
  - c. Fire Alarm Calculations
  - d. Fire Alarm Riser Diagram
  - e. Panel Schedules
  - f. First Floor Lighting Plan
  - g. First Floor Power Plan
  - h. First Floor Signal Plan
  - i. Roof Plan Electrical

DSA corrections will be made as required. Any backcheck 'visits' to DSA are not included in this memorandum. Any clarifications needed during the DSA backcheck appointment will be handled by phone.

#### **Proposed Additional Services Fee:**

The proposed professional electrical engineering fee for the Additional Services is a 'lump sum' amount of \$4,200.00 for the scope of Additional Services identified above.

TURPIN & RATTAN ENGINEERING INC.	AUTHORIZED BY:	
Jun La Cent		
Kenneth A. Kraut, Senior Vice President	CSDA DESIGN GROUP	Date

G:\2015\15444 - Oxnard SD - Marshall ES\Proposals - Scope Mod\15444.M00 Additional Service 2018-03-13.docx

## AGREEMENT #15-89 FOR ARCHITECTURAL SERVICES

### BETWEEN

### **CSDA DESIGN GROUP**

AND

## OXNARD SCHOOL DISTRICT

**AUGUST 26, 2015** 

FOR

MARSHALL SCHOOL 12 CLASSROOM BUILDING

## TABLE OF CONTENTS

PRE	EAMBLE	4
REC	CITALS	4
AGI	REEMENT	
SEC	TION 1: GENERAL PROVISIONS	4
1.1	DEFINITIONS	4
1.2	INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMEN	TS9
SEC	TION 2: EMPLOYMENT OF ARCHITECT	9
2.1	EMPLOYMENT OF ARCHITECT	9
2.2	PROJECT DIRECTOR AND OTHER EMPLOYEES	9
2.3	ARCHITECT COVENANT AGAINST CONTINGENT FEES	9
SEC	CTION 3: THE PROJECT	10
SEC	CTION 4: SERVICES	
4.1	BASIC SERVICES	
4.2	GENERAL PROVISIONS CONCERNING BASIC SERVICES	
4.3	ADDITIONAL SERVICES	13
SEC	TION 5: ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE	14
5.1	COMPENSATION FOR BASIC SERVICES	
5.2	COMPENSATION FOR ADDITIONAL SERVICES	15
5.3	DISPUTED AMOUNTS	
5.4	COMPENSATION FOR REIMBURSABLE SERVICES	15
5.5	INVOICES	16
CTC	TION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION	1 77
	TERMINATION BY DISTRICT	
6.1	ARCHITECT DEFAULT	
6.2	DISTRICT REMEDIES	
6.3	TERMINATION BY ARCHITECT	
6.4 6.5	SOLE REMEDY UPON TERMINATION BY ARCHITECT	
0.5	SULE REVIEDT UTON TERMINATION DI ARCHITECT	
CEC	TION 7: DUTIES AND LIABILITIES OF DISTRICT	20
	DUTIES	
	LIMITATION ON LIABILITY OF DISTRICT	
1 . 64		50000000000000000000000000000000000000
SEC	TION 8: PROJECT CONSTRUCTION COST ESTIMATES	22
8.1	CONSTRUCTION BUDGET	22
8.2	ESTIMATED PROJECT CONSTRUCTION COST	22
SEC	TION 9: PROJECT SCHEDULE	23
9.1	SCHEDULE	
	TION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE	
	OWNERSHIP	
10.2	REUSE BY DISTRICT	24
10.3	COPYRIGHT	25

ı	- 1
(	)

	TECHNOLOGY USED	
10.5	DELIVERABLES UPON TERMINATION	25
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES	25
SEC	TION 11: INDEMNIFICATION AND INSURANCE	25
11.1	INDEMNIFICATION	25
11.2	INSURANCE	26
	TION 12: DISPUTE RESOLUTION	
	RESOLUTION OF CLAIMS	
	RESOLUTION OF OTHER DISPUTES	
	SUBMISSION OF A CLAIM	
	CLAIMS RESOLUTION PROCESS	
12.5	NON-WAIVER OR RELEASE	30
	TION 13: NOTICES	
13.1	NOTICES	30
	TION 14: REPRESENTATIONS OF THE ARCHITECT	
	REPRESENTATIONS OF THE ARCHITECT	
	COMPLIANCE WITH LAWS	
14.3	SUPPLEMENTAL CONDITIONS	33
	TION 15: MISCELLANEOUS PROVISIONS	
	SUCCESSORS AND ASSIGNS	
	SEVERABILITY	
	ENTIRE AGREEMENT	
	GOVERNING LAW AND VENUE	
	NON-WAIVER	
	INDEPENDENT CONTRACTOR	
	NO ASBESTOS CERTIFICATION	
	NON-DISCRIMINATION	
15.9	NO THIRD PARTY BENEFICIARY	34
15.10	ASSISTANCE OF COUNSEL	35
15.11	AUTHORITY TO EXECUTE	35
15.12	HEADINGS	35
15.13	EXECUTION IN COUNTERPARTS	35
	IBIT A	
EXH	IBIT BBASIC SERVICES AND DESCRIPTION OF SU	BMITTALS
EXH	IBIT C DELI	VERABLES
EXH	IBIT DINVOICE APPROVAL LETTER & COV	ER SHEET
	IBIT E FINGERPRINTING REQU	

#### AGREEMENT FOR ARCHITECTURAL SERVICES

#### **PREAMBLE**

This Agreement for Architectural Services ("Agreement") is entered into on this 26<sup>th</sup> day of August, 2015 by and between CSDA Design Group, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "Architect"), with a business address at 4061 Glencoe Avenue, Suite "B", Marina Del Rey, CA 90292 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

- **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 typical 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 <u>validate</u> 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 by a minimum of four (4) public bids, 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 4.2.16.1; 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:

### Four Hundred Sixty Two Thousand Seven Hundred Fifty Dollars (\$462,750.00)

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:

Architectural Phases	
Project Initiation	2%
<b>Development of Architectural Program</b>	2%
Schematic Design	9%
Design Development	14%
<b>Construction Documents</b>	43%
Bidding/DSA	5%
<b>Construction Administration</b>	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 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 THIRTY THOUSAND DOLLARS NO CENTS (\$30,000.00). The following is the EXCULSIVE 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

FINAL INVOICE FOR MARSHALL 12 CLASSROOM BUILDING. 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

- For Cause. The District may terminate all or any portion of this Agreement or the Services for 6.1.1 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.
- **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.
- **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 my 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 <u>DUTIES AND LIABILITIES OF DISTRICT</u>

#### 7.1 DUTIES

- **7.1.1 Program Manager:** The Program Manager represents the District it 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.

- **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.

1 1

- **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

#### 11.1INDEMNIFICATION.

- 11.2 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:
- **11.2.1.1** 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
- 11.2.1.2 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.

- 11.2.2 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.
- 11.2.3 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.
- **11.2.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.3 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.
- **11.3.1 Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- **11.3.1.1** 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.
- **11.3.1.2** 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.
- **11.3.1.3** 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.
- **11.3.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).
- **11.3.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.
- 11.3.2 Minimum Scope of Insurance.
- 11.3.2.1 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.

- 11.3.2.2 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.
- 11.3.2.3 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.
- 11.3.3 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.
- **11.3.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:
- 11.3.4.1 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.
- **11.3.4.2** 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.
- 11.3.4.3 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.
- **11.3.4.4** 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.
- 11.3.5 General Insurance Matters: All insurance coverage required under this Agreement shall:
- 11.3.5.1 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.

- 11.3.5.2 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.
- **11.3.5.3** 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.
- 11.3.5.4 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.
- 11.3.5.5 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.
- 11.3.5.6 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.
- 11.3.5.7 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

**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.

**12.1 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.

#### 12.2SUBMISSION OF A CLAIM

- 12.2.1 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.
- **12.2.2** 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.
- 12.3 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.
- 12.3.1 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.

- 12.3.2 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.
- **12.3.3 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.
- **12.3.3.1 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.
- **12.3.3.2 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.
- **12.3.3.3 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.
- **12.3.4 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.
- **12.4 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

#### TO ARCHITECT:

CSDA Design Group Jeffery M. Fuller, President 4061 Glencoe Avenue, Suite "B" Marina del Rey, CA 90292

With original copy to:

#### **Oxnard School District**

ATTN: Dr. Cesar Morales, Superintendent

1051 South A St.

Oxnard, CA 93030

## 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.
- **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.

( )

- **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) <u>California Fair Employment and Housing Act</u> (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) <u>Title I of the Americans With Disabilities Act of 1990</u> (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) <u>California Labor Code Section 1102.1</u> which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.
- **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.

CSDA DESIGN GROUP:	OXNARD SCHOOL DISTRICT:	
Jeffen M. Julis	Lin a. Franz	
Signature ()	Signature O	
Jeffery M. Fuller, President	Lisa A. Franz, Director, Purchasing	
Typed Name/Title	Typed Name/Title	
8/14/15	8-31-15	
Date	Date	

#### EXHIBIT "A" PROJECT

August 26, 2015

Jeffery M. Fuller, President CSDA Design Group 4061 Glencoe Avenue, Suite "B" Marina del Rey, CA 90292

#### Architect Selection Package for MARSHALL 12 CLASSROOM BUILDING

Dear Mr. Fuller,

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, MARSHALL 12 CLASSROOM PROJECT. This project is herein referred to as "Marshall". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

#### **Marshall Summary**

Marshall will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Marshall campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities.

A lease-leaseback (LLB) or alternated 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 6<sup>th</sup>, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Marshall.

#### **Detailed Description**

Enclosed in this package is a detailed description of Marshall, including components per approved District Educational Specifications required to establish a K-8 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 Elm 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 Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., <a href="mailto:ycalderon@cfwinc.com">ycalderon@cfwinc.com</a>

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170. Sincerely,

Caldwell Flores Winters, Inc.

### Caldwell Flores Winters, Inc.

6425 Christie Avenue, Suite 270, Emeryville, CA 94608 (510) 596-8170 Fax (510) 450-0208

July 6, 2015 Jeffery Fuller, Principal CSDA Design Group 4061 Glencoe Avenue, Suite B Marina del Rey, CA 90292

#### Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Fuller,

The Board of Trustees of the Oxnard School District accepted a proposed project plan for a New Classroom Building at Marshall Elementary School (the "Project"). The Board has approved the project's budget and schedule and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architectural Services for a twelve (12) classroom addition to the Marshall Elementary site in order to provide additional interim capacity for grades 6-8 and accommodate a K-8 program that builds upon the site's academic strand focus on the visual and performing arts.

The completed project must be consistent in appearance and architectural theme with existing facilities at the site, however your firm may propose to source the facility plans by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within the attached document.

At this time, we anticipate that the Project's design phase would commence in August 2015 and be submitted to DSA in December 2015. DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016. The Project budget was approved by the Board upon adoption of the June 2015 Semi-Annual Report with an "all-in" total cost of \$8,097,558.

A process for assigning a qualified architectural firm to this 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. Please review the attached Request for Architectural Services and submit your response by 12:00 pm PDT on Friday, July 17, 2015 in PDF format, via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., yealderon@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**

# Request for Architectural Services Marshall Elementary School: New Classroom Building

Prepared by: Caldwell Flores Winters 6425 Christie Avenue, Suite 270 Emeryville, CA 94608

1901 Victoria Avenue, Suite 106 Oxnard, CA 93035

#### OXNARD SCHOOL DISTRICT

#### **Request for Architectural services**

I. Project Description: middle school 12-Classroom addition at Marshall Elementary

#### ORIENTATION

Marshall Elementary sits on an 11-acre site at 2900 Thurgood Marshall Drive, a street which borders the campus to the north and west. The site is located next to the River Ridge neighborhood in the north end of Oxnard and is also bounded by North Patterson Road to the east and West Gonzales Road to the south. The school, constructed in 2003, currently operates a Kindergarten through fifth grade educational program for 555 students with 24 classrooms and features an academic strand program focused on the visual and performing arts. The school also contains three rooms subdivided for speech and Special Education, a computer lab, a resource room, a cafeteria, a library, a staff lounge, and two playgrounds. There are no portables on campus; all facilities currently at Marshall are permanent. With the exception of hard courts that occupy approximately one-third of the south half of the school site, all development is located on the north half of the site along Thurgood Marshall Drive.

#### PROJECT REQUIREMENTS

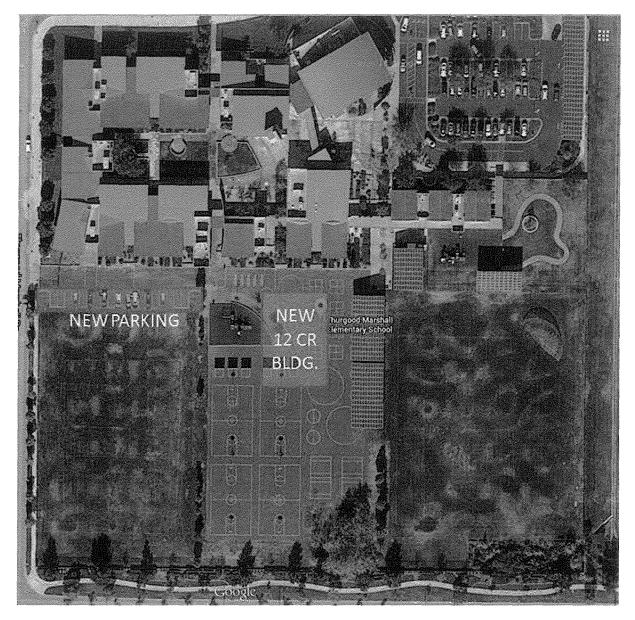
Pursuant to the Board adopted June 2015 Semi-Annual Implementation Program Update, the Marshall New Classroom Building project has been envisioned to meet the District's interim capacity requirements for grades 6-8 until a new middle school is constructed and to provide Marshall with a long-term K-8 educational program option, if desired. The project will produce 12 new teaching spaces for 324 or more students in Grades 6 to 8 based on State loading standards of 27 students per room. Upon completion, Marshall will contain a combined total of 40 permanent classrooms and updated parking to satisfy the District's specification for K-8 facilities with a capacity for up to 900 students.

The new classroom building will consist of nine (9) general-purpose classrooms ("learning labs") at 960 square feet each, two (2) science labs at 1,200 square feet each, and one (1) performing arts lab at 1,200 square feet. Additionally, restrooms will be required per code requirements, as well as a 200-square-foot science lab storage room and a 200-square-foot music/arts storage room. Altogether, the new facility will consist of approximately 13,840 square feet of new classroom, restroom, and storage space, including areas for hallways, stairwells, and other circulation facilities as per code requirements. Facility plans may be sourced by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within this document.

	Proposed		
	Sq. Ft.	Units	Total Sq. Ft.
Teaching Spaces			
Learning Lab	960	9	8,640
Science Lab	1,200	2	2,400
Science Storage	200	1	200
Performing Arts Lab	1,200	1	1,200
Performing Arts Storage	200	1	200
Support Space			
Restrooms/Elevator/Circulation	1,200	1	1,200
	Total Building Sq. Ft.		13,840

To minimize intrusion on the existing campus recreation space, the new classroom building will be two stories, with a floor area of approximately 7,000 square feet per level, and located on a portion of the hard court area that currently exists immediately to the south of the administration building. As shown below, the new facility is envisioned as a rectangular structure with its long axis of approximately 100 feet oriented north to south and placed adjacent to the administration building. Additionally, the project design requires parking to be expanded to accommodate approximately 20 spaces, and has been conceptually indicated as an expansion of an existing access lane on the west side of the site. However, the District seeks the most advantageous layout and location for the new building and parking and will consider alternate layouts in design proposals, provided that they meet project requirements, minimize disruption to circulation or the use of the hard courts and playfields, avoid the costly replacement of play areas or solar shade structures, and are mindful of access requirements and adjacent facilities.

### Location and Orientation of Marshall New Classroom Building and Parking



### 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.

### **DESIGN CONSIDERATIONS & PROJECT VISION**

The Marshall Elementary K-5 academic strand program on the visual and performing arts provides students with hands-on application of core subject matter, exposure to experts, and experience working with digital media platforms. All classrooms and labs in the new Marshall facility must be designed and built to accommodate this program at the middle school grade levels and enable 21<sup>st</sup> century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Attachment A describes the proposed classroom vision, including specifications and design details for each type of room in the new facility. Design teams are expected to understand and apply the attached vision to their work on the Project and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the 12 classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

### II. Master Budget and Schedule

The preceding narrative description of the Project is articulated below as to budget and schedule. Any of these components may be modified pursuant to direction from the District or the District's program manager.

### SUMMARY BUDGET:

The "all-in" budget for the Project has been estimated at \$8,097,558 in current dollars. The "all-in" budget combines hard construction costs with anticipated soft costs (e.g., design fees, contractor's fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the project.

### Design and Construct Middle School 12 Classroom Addition at Marshall Elementary School

Project		Amount	Unit	Budget	
Design and Construct New Classroom Facility					3
9 Learning Labs		8640	sf	\$4,073,143	
2 Science Labs		2400	sf	\$1,152,000	
1 Science Lab Storage Room		200	sf	\$97,714	
1 Performing Arts Lab		1200	sf	\$596,571	
1 Performing Arts Lab Storage Room		200	sf	\$97,714	
Restrooms/Circulation		1200	sf	\$713,829	
21st Century FF&E				\$652,143	
Construct Elevator and Stairwell				\$428,571	
Offsite and Utility Upgrades including:		13840	sf	\$94,517	
New Electrical, Fire Line, Gas, Other Utility	/				
Upgrades					
	Subtotal:	13840	sf		\$7,906,203
Required Sitework					
Sidewalks/Path of Travel Improvements		4152	sf	\$88,971	,
Add 20 Parking Spaces		3240	sf	\$102,384	
(Utilize Fire Access Road on west side					\$191,355
of campus)					
	Subtotal:	7392	sf		
Estima	ated Total				\$8.097.558

**Estimated Total** 

### SUMMARY SCHEDULE:

At this time, we anticipate the Project's design phase would commence in August 2015 with final plans ready for submittal to DSA in early January 2016. The DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016.

Activity	Start	Finish	Duration
Conceptual/Schematic	August	September	4 weeks
Design	2015	2015	
Design Development	September	October	5 weeks
	2015	2015	
Construction	October	December	10 weeks
Documents	2015	2015	
DSA Review	January	July 2016	24 weeks
	2016		
DSA Back Check	July 2016	August	2 weeks
	-	2016	

### III. Method of Selection

### **ASSIGNMENT PROCESS:**

Each prequalified firm can elect or decline to participate in the assignment process for the Project. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this request for services.

CFW will organize a single mandatory tour of the site that all teams choosing to participate will be asked to attend. All project and submittal related questions will be addressed at the time of the tour. Questions pertaining to the site tour should be directed to Yuri Calderon, Chief Operating Officer, at (510) 596-8170.

Once the proposal deadline has passed, CFW will arrange an interview for each responding firm with the District's Project Review Committee. Firms should make available at the interview no less than two staff assigned to the Project. Interview results will be considered along with the proposed design, estimated fees, 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.

### **SCHEDULE**

The following is a proposed schedule for selection. The District reserves the right to modify this schedule in its sole discretion:

- Participating teams to notify CFW of their intent to provide a proposal: July 7, 2015
- Responses due: July 17, 2015 PDT 12:00pm
- Review of submittals, evaluations, and interviews completed by July 24, 2015
- Proposed Board approval date (subject to change): August 5, 2015

### 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 firm's conceptual understanding of the project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

- 2. Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.
- 3. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
- 4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the 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 Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project;
- 7. Provide a line item conceptual cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs. The estimate should include:
  - a. Your understanding of project details by component, unit, and unit cost in a table format;
  - b. Adequate notation specifying significant assumptions of the cost estimate;
  - c. A separate line item identifying the cost for FF&E;
  - d. Values in current dollars only—do not escalate your estimates; and
  - e. Written narrative, only if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in tabular format exportable to Microsoft Excel.

Limit response to no more than ten (10) double-sided 8 ½ x 11 pages, and ten (10) 11x17 drawings to illustrate the conceptual proposals for the project. This page limit is inclusive of all materials required, including cover letter, and any additional items desired by respondents, such as a table of contents or index, divider tabs, etc., with the exception of front or back cover pages and the requested cost estimates as outlined in item #7 above. Submit response document in .pdf format and cost estimate in .xls format via email to Yuri Calderon, at <a href="mailto:ycalderon@cfwinc.com">ycalderon@cfwinc.com</a> by no later than 12:00 noon PDT, Friday July 17, 2015. Upon interview, you will be asked to supply an additional five printed copies of your response as handouts in addition to any presentation material you may wish to distribute.

### **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, widows, 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. Completed floor plans, elevations and sections. (b) (c) Architectural details and large blow-ups completed. (d) Finish, door and hardware schedules completed, including all details. Site utility plans completed. (e) (f) Fixed equipment details and identification completed. (g) Reflected ceiling plans completed. Structural: (a) Structural floor plans and sections with detailing completed. (b) Structural calculations completed. 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. 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. All electrical equipment schedules completed. (c)

Special system components plans completed.

Electrical load calculations completed.

(ii)

(iii)

(iv)

(d)

(e)

Civil:

(v)

Page 61 of 75

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 backcheck 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 competed 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 2 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:	Marshall 12 Classr	oom Building
Architect of l	Record: CSDA Design	Group ("CSDA")
	omitted Invoice No es Winters, Inc. ("CFW"	for review by the District's Program Manager ), and the District.
and accurate percent work	reflection of the wor completed for the ph ude any charges for s	f CSDA, hereby certifies that the invoice submitted is a true of performed to date, is an accurate representation of the ase identified in the invoice, and that the invoice submitted ervices that have been previously paid, or rejected by the
CSDA Design (	Group	 Date
The invoice ha	as been reviewed by th	e following and is recommended for payment:
Caldwell Flore	s Winters, Inc.	 Date
Oxnard Schoo Lisa Cline, Ass Business and	istant Superintendent	Date for

## 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 5 - Elm Reconstruction

\$0.00   #VALUE!	\$0.00	#VALUE!	#VALUE!	#VAL UE!		SIBIOIALS		
#VALUE!	c	#VALUE!	0%	(REIMB AMI)	Architectural Services	Base Contract - Re-imbursables	2 62 10 A	
PALUE!	e	#VALUE!	0%	(FEE AMT)	Architectural Services	Base Contract - fee	នុ	
PERIOD	BILLINGS	TO DATE	2% 17.0	COST	CONTRACT SCOPE	CONTRACT	COST CODE	금 등 *
1	1012	S S 1						
				LING FORM	BASE CONTRACT BILLING FORM			
	Profits William Profits green couldn't	Appropriately We appropriately the season of	Alternative and a second and a					3
der tet type in	100	CONDUCTOR CONTROL CONTROL	to not type in this					PHONE #
		White Day of the Control of the Cont			** :			EMAIL:
	Y T				or o		ED BY:	PREPARED BY:
	and parallel design of	, in against group (in).				MVE Institutional, Inc.	SUBCONTRACTOR:	SUBCO
					!			
						Purchase Order#	4000000	Po!
						Billing Period of Invoice	PROCE #	
					*	Date of Invoice		DATE
					'NG SITE	NEW CONSTRUCTION/EXISTING SITE	TYPE	PROJECT TYPE:
					The second secon		一种	PROJECT#

SHALL DANGER & REMARKS OF THE VIALE.

OTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS

#VALUE

#WALUE!

CURRENT BILLING
#VALUE!

SE NOT TYPE IN THE COMMUNICATION

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- I 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 grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be 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 that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items 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 complete will populate automatically. percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum)
- 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
- § Enter the corresponding dollar values/% complete values into the green column for total work complete to date
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form
- 10 Email (middlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.
- MOLE All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this regarding billing values, or any other information required, prior to submitting a billing Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate

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

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

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

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

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

- 1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
- 2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

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

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

Name: Jeffery M. Fuller	Seffer M. Julles
Title: President	0.00
AND/OR	

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

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

Date:	
Proper Name of Contractor:	
Signature:	
Ву:	
lts:	

OXNARD SCHOOL DISTRICT

VISION & SPECIFICATIONS MARSHALL NEW CLASSROOM BUILDING: ATTACHMENT A:

JEY 2015



# TABLE OF CONTENTS

Specifications of Required Elements11
Vision for the Performing Arts Lab11
Overview
Vision & Specifications11
PERFORMING ARTS LAB:11
Specifications of Required Elements7
Vision for the Science Labs6
Overview6
Vision & Specifications6
SCIENCE LABS:6
Specifications of Required Elements3
Vision for the Learning Labs2
Overview2
Vision & Specifications2
LEARNING LABS:2
Purpose of the DocumentError! Bookmark not defined.
VISION & SPECIFICATIONS

### ATTACHMENT A:

# MARSHALL NEW CLASSROOM BUILDING

# VISION & SPECIFICATIONS

### SUMMARY

decided to expand Marshall Elementary from a K-5 school with an academic achievement. As a key part of its reconfiguration efforts, the District has strand focus on visual and performing arts into a K-8 Visual and Performing to transform the functionality of school facilities and improve academic The Oxnard School District has adopted a Facilities Implementation Program Arts Academy.

consists of the following: To achieve this, the District will construct a new 12-classroom wing that

- square feet each Nine (9) learning labs (i.e., general purpose classrooms) at 960
- Two (2) science labs at 1,120 square feet each
- One (1) performing arts lab at 1,120 square feet

performing arts lab shared by the science labs, and one 200-sq. ft. storage room attached to the require restrooms (1,000 sq. ft. in total), one 200-sq. ft. storage room to be In addition to the 12 classrooms specified above, the new facility will

and performing arts for K-5 students in its existing facilities, classroom wing will serve the needs of middle school students. At State loading standards of 27 students per room (Grades 6 through 8), up to 324 As Marshall Elementary already hosts an academic strand focus in the visual the new

> students in Grades 6 to 8 will be accommodated in the 12 classrooms Alternately, by the District loading standard of 36 students per room, 432 students will be able to be accommodated in the new 12-classroom wing.

Specifications and provide a framework for room design appropriate for  $21^{\rm st}$ administrators and professional facilities consultants. Collectively, the century classroom instruction. criteria specified are provided to supplement approved Educational with the input of District staff as well as teachers, former school The vision and specifications for each type of room have been developed

choices on furniture, fixtures, and equipment. As the essence of the project, rooms is critical so that the form can adequately follow. Much of the these elements will enable instructors to transform their teaching functionality in the new classroom wing will be achieved through innovative As such, a thorough understanding of the functions performed in these document. Caldwell Flores Winters, the District's Program Manager and author of this pedagogy. When in doubt, the design team is encouraged to consult with

# VISION & SPECIFICATIONS

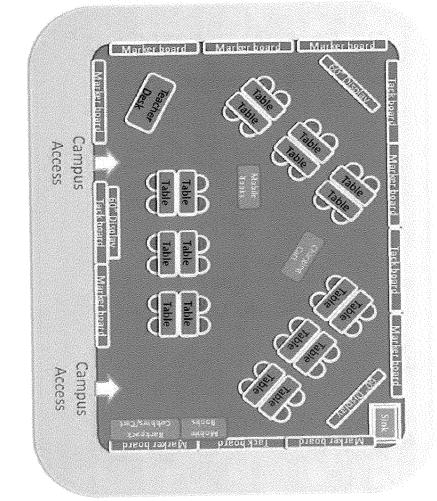
### OVERVIEW

Nine (9) "learning labs" in the new classroom wing will be built for classes in core subjects, such as English language arts, math, and social studies, as well as classes relating to the school's academic strand focus of visual and performing arts that do not require the specialized interior or equipment of a performing arts lab. These learning labs, each 960 sq. ft. in size, may be considered the 21<sup>st</sup> century equivalent to general-purpose classrooms.

### VISION FOR THE LEARNING LABS

groups of 4 or 5 engaged around a specific content area: math, social electronic device to help solve the problem they have been given to solve to explain their solution to their peer group. Other students are using an with some sitting and others standing at the white board drawing a diagram collaborating, interacting and learning. Some students are working at tables studies or language arts. It is noisy with the sounds of students When you enter the Learning Lab in grades 6-8, you see students working in trying to solve a math problem based upon the real life situation that questions related to the problem the groups are trying to solve. At times requires a math solution. The teacher walks around the room answering This particular class is a math class. The students are working in groups Understanding of this formula is necessary to help solve the math problem. students have forgotten a formula presented to the class the previous day the teacher interacts with the students, he realizes that two groups of the teacher directs students to find the answers on their mobile device. As He commands the attention of both groups and projects the information

needed to clarify the concept on the monitor that is nearest to their group. A third group of students asks the teacher to come and review their solution that they have diagramed on the white board. The solution works so the students take a picture of it with their mobile device and save it to their work file. Another group of students are projecting their work from their devices onto the Wi-Fi monitor near their work group so that all students in the group can interact with the information.



Fifteen minutes before the end of class, the teacher asks all of the students to save their work in the cloud file designed for the student in this class. The students then turn their attention to the teacher in the front of the room. He projects a web site from his mobile device onto the monitors in the classroom and introduces them to the new algorithm they will be learning tomorrow. The students are encouraged to ask questions of the teacher and of their table groups.



The teacher has a desk off to the side or at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

## SPECIFICATIONS OF REQUIRED ELEMENTS

Learning Labs must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees. All estimates and budgets must include the cost of

furniture, fixtures and equipment.

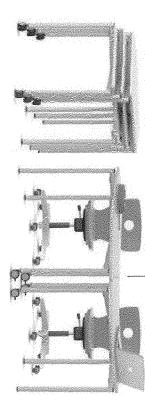
The teacher asks for feedback from each group regarding the work they have completed for the day. Each group sends their response via their mobile device. The graph related to the students' feedback is displayed on the monitor for all to see. The teacher uses this information as a beginning place to begin instruction on the following day. The students leave when the bell rings and go to their next class.

The classroom is designed to foster creativity, investigation and inquiry as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

In the classroom, there are four multi-use carts to store student work items and learning materials. At least one of the multiuse carts has the capability to recharging the 1:1 devices. There are two movable bookshelves to store student work and learning supplies. There are cabinets, but they are reduced in number compared to a traditional classroom. The need for supplies has been reduced by the use of the mobile devices which store textbooks and other books the students need as well as provide internet access for research. There are hardbound books and other learning manipulates in the classroom but they too are reduced in number.

### FURNITURE AND FIXTURES REQUIRED

**Tables and seating:** Tables are 2 feet by 4 feet and arranged into a configuration of eight "pods," each providing 4 or 5 seats. Tables are stackable and provided at a size appropriate for sixth through eighth grade age students. Both the tables and chairs have casters that can be locked to provide for easy movement and flexibility. Tables and seating accommodate 36 students, per District loading standards.



**Tackboards:** There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floorceiling height to provide maximum utility to available wall space. A typical

with similarly sized wall panels that provide a writable surface (see marker wall panel may be 8 feet in height by 4 feet in width, and be interspersed

to attach student exemplars where needed for instruction. necessary. Marker boards should also be magnetic, to allow for instructors tack-board surfaces beneath are highly encouraged. They may also be used provide the ability to slide boards upwards or to the side in order to reveal are available on each of the four walls of the room. Design solutions that practice, or group activities. Maximum flexibility will be achieved if surfaces students and teachers to use available wall surfaces for drawing, writing surfaces throughout the room, preferably at floor-ceiling height to allow to limit light instead of blinds to limit light into the Learning Lab as Marker board (whiteboard): Multiple writable surfaces are required on wall

and should be accessible to the height of sixth through eighth grade science activities or clean-up. One sink is required in the classroom area Sinks: Water supply will be required on occasion as a component of art and

option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced marker boards and/or tackboards that slide on a track so as to provide the Window Coverings: Walls with windowed surfaces may be covered by

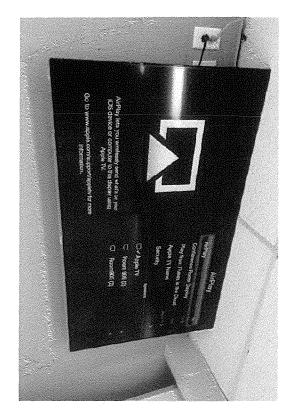
the classroom sink is appropriate. Four multiuse carts need to be provided recharge 1:1 devices. to store books and learning materials with one having the capability to "everyday" use manipulates and supplies. Cabinetry underneath and around A limited supply of casework is required within the classroom for storage of monopolizes wall space and over-saturates the room with storage functions. Platforms, shelves, and cabinetry: Traditional classroom casework often

illumination to allow sufficient legibility of materials, while minimizing glare Lighting: Lighting fixtures should provide a general condition of room

> considered. on electronic screens. Options to provide energy efficient solutions may be

### EQUIPMENT REQUIRED

distributors. than a specialized technology available through educational component resemble a low-cost consumer model available at many discount retailers television displays. specifications are consistent with industry practice for commoditized accessory device that provides Wi-F accessible services. requirements include a minimum of 3 HDMI (High Definition Multimedia diagonally is required to support the vision described herein. Display Interface) inputs, and either built-in Wi-Fi equipment or an attached Flat screen display: Three flat screen displays measuring at least 60 inches As a result, the selected display is more likely to



should also provide the option of extending the display out from the wall 1that the bottom of the display is 5 feet above the floor. The mounting The display should be mounted on a reliable adjustable arm positioned so feet and thus permitting the display to pivot to the left or right for an

approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

- Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate a mobile device app)
- DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
- Digital camera and/or document camera (described above)
- Auxiliary device to be used for alternate devices that generate a video or audio source

**Voice Amplification System:** A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Front Row System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room.

Student computing devices: The District's Technology Program will equip students with a mobile device (e.g. mini-tablet) to be used within this hightech Learning Lab environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

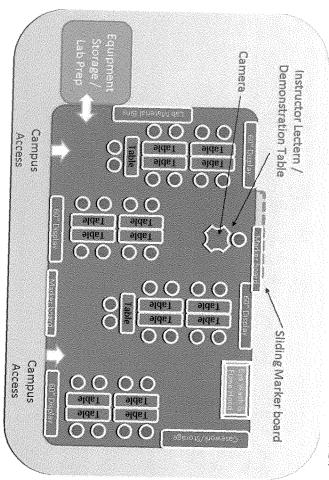
# VISION & SPECIFICATIONS

### OVERVIEW

The Oxnard School District has adopted a Facilities Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. This document is provided as a supplement to the selection package and conveys the programming requirements and vision for design of science labs for pupils in grades 6-8.

### VISION FOR THE SCIENCE LABS

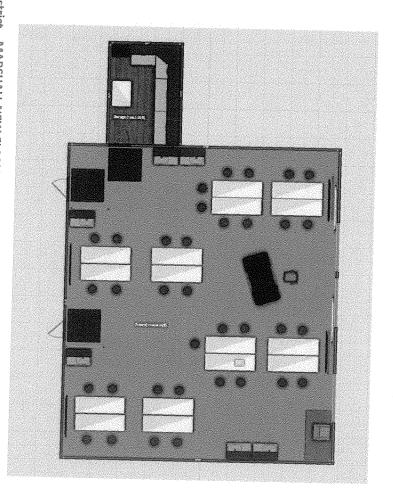
As you enter the science lab, you notice students actively engaged in the learning of science. They have space to observe and investigate, both physically as well as digitally. Students have space in which to record their



observations and investigations into the wonders of science. Most often, they work in groups of 4 to 6 students. Sometimes, when a lesson is being introduced by the teacher, the students are watching a large flat screen display that is mounted on the wall near their group. The displays all show a live image from the instructor's table, where, for example, the instructor is pointing out the equipment that will be used in an upcoming lab activity.

In this particular lesson, the instructor wants to point out a particular detail on one of the flasks to demonstrate how students will make measurements in the experiment. With a remote control the instructor adjusts the camera to zoom in on this detail. All students are deeply engaged at their nearest monitor.

At other times, all of the groups are working on different science curriculum. Some students in a group will be looking up information on their hand held device; other students will be assembling a lab experiment or a



model. The students will be projecting onto the monitor near their work

curriculum they are studying they watch as the teacher projects onto the or curriculum they are learning. At other times, found on the internet to support their research group information, pictures or videos they have information necessary ξ the

less need for textbook and curriculum material as compared to a traditional classroom; there is Storage cabinets have been reduced in quantity torage now that much of this material

greater than 20% of the vertical wall space, a otherwise be kept in the adjacent lab prep is provided for storing items that cannot and slides used in biology). Some casework corrosives used in chemistry or microscopes instruction (e.g. acids, flammables, and supplies and chemicals needed for classroom There is a storage room for the equipment, digitized workroom. on student laptops and tablets. Marker boards are available on and where windows occupy

sensitive experiments are taking place obstruction of natural light when digital projectors are in use or light floor-to-ceiling marker board installed on a track may be "rolled" in front of :he window to provide additional instructional space as well as temporary

they view these greatly enlarged images of the rapidly moving organisms the image on monitors around the room. Students react with excitement as under her digital microscope and students instantly see a reproduction of of various microscopic organisms. In the neighboring science lab an instructor is wrapping up a demonstration The instructor places a series of slides

As the instructor wraps up this demonstration, she activates a switch so that are now showing an enlarged image that duplicates each of the large displays mounted above work tables website is platform-neutral) to wirelessly transmit netbook, or smart phone (all can be utilized, as the answer various questions about the organisms they student feedback website, she asks students to can do so themselves to enter feedback. Using this watch as the instructor taps her device to enter in a what is seen on the iPad she is holding. The students just observed. website address, then demonstrates how students As the students use their own tablet,

responses to questions, the instructor displays pie of their peers selecting various options students can see and comment on the percentage or bar charts on the large displays so that the



# SPECIFICATIONS OF REQUIRED ELEMENTS

Marshall project must, upon completion, be fully Science labs added or reconfigured as part of the vision. Labs must also conform to the Educational furnished and equipped to realize the above

Specifications approved by the Board of Trustees

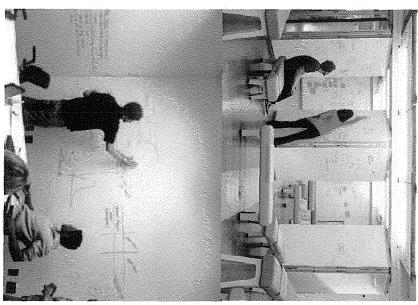
### FURNITURE & FIXTURES REQUIRED

a similar fashion to the tables, and is either provided as a chair or lab stool use of tools or other equipment. Seating is stackable or height-adjustable in pneumatic table legs or turning a crank wheel) and be feasible without the adjustments must be simple to activate (e.g. using a lever that adjusts Tables and seating: Tables are 2 feet by 6 feet and may be adjusted in to accommodate either seated or standing students.

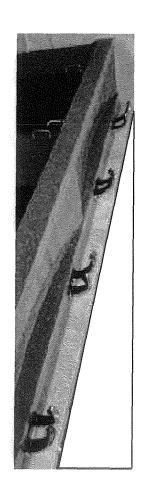
center or any side of the room. instructor chair is also provided. Each is on wheels and can be utilized in the specifications. Tables and seating accommodate 36 students, per educational An adjustable height demonstration table, lectern, and

surfaces are available on brainstorming and note-taking. Maximum flexibility will be achieved if allow students and teachers to use available wall surfaces for group wall surfaces throughout the room, preferably at floor-ceiling height to Marker board (whiteboard): Multiple writable surfaces must be placed on

attach student exemplars where needed for instruction. should also be magnetic, to natural light needs to be of obscuring the windows so as to provide the option boards that slide on a track should with windowed highly encouraged. Walls board surfaces beneath are side in order to reveal tackboards upwards or to the provide the ability to slide each of the four walls of the darkening the room when oom. Design solutions that tor instructors additional include S. Marker boards needed surfaces writing marker



area when needed and drainage in order to reduce waiting, while limiting the total lineal arrangement along a wall would provide multiple points of access to water source options that may consolidate multiple faucets into a single long and classroom elements. This will allow their function to be utilized when cleanup. by a marker board that utilizes a mounted track to slide into position in this be eliminated in favor of a water-resistant backsplash that may be covered footage of wall space dedicated to this use. Casework above the sink should narrow "trough" arrangement. flexible arrangements are desired. The design team should explore water necessary, but prevent them from otherwise being "in the way" when other science classroom, their placement should be subservient to other work, as well as drain access for the disposal of safe liquids during lab recommended. As the use of sinks is incidental to typical daily use of the Sinks: Water supply will be required on occasion as a component of lab In order to minimize queuing by students, For example, a long and narrow six sinks are



storage underneath sinks as well as limited open shelving above sinks. unencumbered wall space. An appropriate solution would provide cabinet must be minimized and consolidated to allow a maximum amount of instructors to use wall surfaces for writing. Therefore, any storage area or wall mounted as a storage cabinet, obstructs the ability of students or Platforms, shelves, and cabinetry: Casework, whether below a counter top

Lab safety fixtures: Standard fixtures should be provided (e.g. fume hood, eye wash station) within a design that does not compromise other desired elements.

**Lighting:** Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

### EQUIPMENT REQUIRED.

turning angle of 45-90 degrees. Cabling should be obscured behind the thus permitting the display to pivot to the left or right for an approximate provide the option of extending the display out from the wall 1-2 feet and mount and within the wall. distributors. than a specialized technology available through educational component resemble a low-cost consumer model available at many discount retailers television displays. specifications are consistent with industry practice for commoditized attached accessory device that provides WiFi accessible services. These inches diagonally are required to support the vision described herein. Multimedia Interface) inputs, and either built-in WiFi equipment or an Display requirements include a minimum of 3 HDMI (High Definition Flat screen displays: A minimum of four displays measuring at least 60 Displays should be mounted on reliable adjustable arms that As a result, the selected display is more likely to

Digital camera: Cameras shall be provided that allow the instructor to generate a live video feed of their demonstration area so that students can more clearly observe lab activities. One camera should not be mounted in a permanent location (e.g. the ceiling). Instead, the location of this camera should change as the location of the demonstration area changes. Another camera should be provided at a fixed point near the fume hood for use when demonstrating lab activities taking place underneath this area.

**Digital microscope:** A digital microscope should be provided (either handheld or table-top) to allow for magnification of objects used in science activities. The microscope should feature an interface that plugs in to an input source when needed, but can be otherwise removed and stored when not required.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the displays around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include:

- Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a PowerPoint slideshow or demonstrate an iPad app)
- DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
- Digital camera and/or document camera (described above)
- 4. Auxiliary device (e.g. connection of a digital microscope as described above, or alternate devices that generate a video or audio source)

Voice Amplification System: A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Red Cat System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room. It is acceptable for these speakers to be the same that are built into the flat screen displays, though this is not a requirement. In such a case, audio from voice amplification would need to coexist with any audio produced by the currently selected input source.

equipment to ensure compatibility where required. students with a mobile device (e.g. tablet or laptop) to be used within this District's Chief Information Officer (CIO) in the selection of the above high-tech classroom environment. The design team should engage the Student computing devices: The District's Technology Program will equip

### SUPPORT SPACE REQUIRED

above vision are highly discouraged. manner that compromises a classroom interior design consistent with the science labs. This ratio does NOT require that work room space have shared feet of lab storage space is to be provided for every two 1200 square foot access from multiple classrooms. Efforts to design the work room space in a Lab Storage Area: Educational Specifications state that a total of 200 square

remain clear to allow for entry and egress by the instructor and rolling carts. rom floor to ceiling on up to two additional walls. A fourth wall shall possible given this open space requirement, shelf space should be provided back out into the classroom for student instructional use. To the extent rolled into the room, loaded with supplies by the instructor, and then rolled be provided. Sufficient open floor space is needed to allow a cart to be that wall above the counter top. As much open shelving as possible should storage) below a counter top as well as open shelving running the length of contain a long wall that provides lockable cabinetry (e.g. for chemical acceptable solution. In such an example, the rectangular space would A single classroom attached to a 100 square foot lab prep room is an

### PERFORMING ARTS LAB: VISION & SPECIFICATIONS

### OVERVIEW

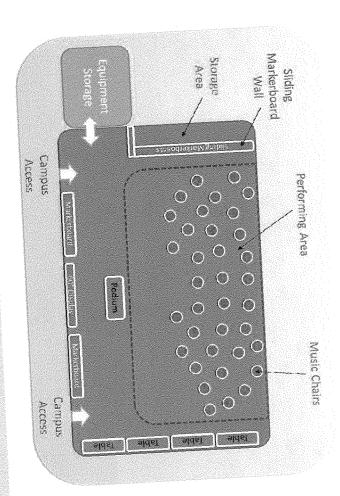
A single performing arts lab will be built in the new classroom wing to house digital media arts (e.g., illustration, typesetting, graphic design, coding, app classes from sixth to eighth grades in computer-assisted design and the conversion into a K-8 school with an academic pathway in the arts. Jesign, etc.). The lab will be a key element to Marshall Elementary's

## VISION FOR THE PERFORMING ARTS LAB

The performing arts lab will be designed specifically for use as a drama room and band/choir room in Grades 6 to 8 as a direct extension of Marshall Elementary's existing K-5 academic strand in the visual and performing arts. The room will have acoustical panels and other features appropriate for instructing students in music and drama. Along one wall, floor-to-ceiling sliding markerboards will be installed, alongside access to a 200-sq. ft. storage room for chairs, music stands, instruments, props, costumes, and other equipment.

serve as a performance venue and will not require the installation of The performing arts lab will be designed for arts instruction only—it will not with speakers and microphones for the use of musical instruction, and, extensive stage equipment or lighting. However, the room will be equipped similar to the other rooms in the new classroom wing, an HDTV monitor will cabinets will be provided in the room for various uses, along with a be mounted to the wall. Two or three flip-up tables and mobile storage teacher's desk. Otherwise, the room will be generally free of other kinds of

> performing arts. furniture to create an open and uncluttered space suitable for the



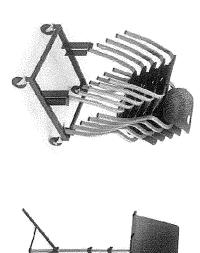
## SPECIFICATIONS OF REQUIRED ELEMENTS

vision for the different kinds of learning spaces contained within and The new classroom wing must be furnished and equipped to realize the conform to the Educational Specifications approved by the Board of proposals that are responsive to the needs of the project. Specified Trustees. Specifications are described below to assist firms in developing elements are required in the room as noted below.

### FURNITURE AND FIXTURES REQUIRED

designed for music instruction will be provided in this room, along with 36 Music Chairs and Stands: Thirty-six (36) lightweight, foldable chairs

lectern and height-adjustable swivel chair, just as in the digital arts lab. music stands. The teacher will be provided with a maneuverable desk and

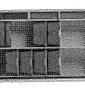


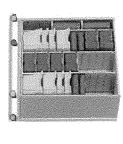
products selected for the project may vary. Examples of stackable music chairs and stands for illustration purposes only; actual

storage carts and cabinets to meet any classroom storage needs. Storage Carts and Cabinets: Instead of built-in casework (except where noted in the vision section of this document), all rooms will use mobile









products selected for the project may vary Examples of mobile storage carts and cabinets for illustration purposes only; actual

wall. Design solutions that provide the ability to slide markerboards to the floor-to-ceiling height to allow students and teachers greater use of the side in order to reveal tackboard panels beneath are highly encouraged Warkerboards: Markerboards must be installed on one wall, preferably at

> the room needs to be darkened. track and cover the windows when additional writing surface is needed or Walls with window openings may include markerboards that can slide on a

appropriate, sound-baffling acoustical panels will be required to reduce performances reverberation in the room and optimize the quality of voice and musical Acoustical Panels: Affixed to the walls or suspended from the ceiling,

built-in storage adjacent to it will be appropriate in each lab. room. A single large sink station with a small amount of counter space and instruments, drama class props, and cleanup of supplies in the maker's various utility purposes, including the care and maintenance of musical Utility Sink: A utility sink will be required in the performing arts lab to serve

### **EQUIPMENT REQUIRED**

or more HDMI (High Definition Multimedia Interface) inputs in order to in the 12-classroom wing. Each HDTV must be Wi-Fi capable and have three diagonally are required to support the vision for the learning environments HDTV Displays: At least four HDTV displays measuring 60 inches or more through educational component distributors. available at many discount retailers than a specialized technology available selected display is more likely to resemble a low-cost consumer mode with industry practice for commoditized television displays. As a result, the integrate with the HDMI matrix switcher. These specifications are consistent



only; actual products selected for the project may vary Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes

display to pivot to the left or right for an approximate turning angle of 45-90 of extending the display out from the wall 1-2 feet and thus permitting the degrees. Cabling should be obscured behind the mount and within the wall. Displays should be mounted on adjustable bracket that provide the option

duplicated on all displays in the classroom. For example, sources selectable around the room. This is to be utilized when a single source will be allows the instructor to control the video or audio feeds to each display HDMI Matrix Switcher: A switching mechanism shall be provided that from the switch may include the instructor's laptop, a DVD player, etc.

section of nearby wall, in order to reduce reliance on furniture or fixed auxiliary audio-visual devices to the rear of the flat screen display or to a A/V Device Mount: A mountable solution shall be provided for attaching cabinetry.

> for use by students maintaining their instruments or cleaning up after class. lab. A sink station and adjacent counter space will be required in this room chairs, props, and other equipment will be required for the performing arts Storage Room: A storage room for musical instruments, music stands and

### RESPONSE to REQUEST for ARCHITECTURAL SERVICES for MARSHALL NEW CLASSROOM BUILDING



OXNARD SCHOOL DISTRICT

July 17, 2015





July 17, 2015

Mr. Yuri Calderon, Chief Operating Officer Caldwell Flores Winters, Inc. ycalderon@cfwinc.com

RE: Response to Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Calderon,

We truly believe in Oxnard School District's mission and vision of "Empowering All Children to Achieve Excellence." As an architecture firm that has been dedicated to K-8 planning and design for more than 63 years, CSDA will provide a team with a true commitment to creating exceptional and imaginative learning spaces. We see the Marshall New Classroom Building as a wonderful opportunity to collaborate with the District to design a safe, healthy and supportive 21st century learning environment that will contribute to the ongoing pursuit of excellence for the District.

Our conceptual understanding of the project is that it will include a performing arts lab (and storage), two science labs (and storage), nine learning labs and other support spaces, as well as additional siting requirements and parking. To meet the design needs of the project, our team will focus on the following priorities: cost (adhering to the approved budget), schedule (meeting an aggressive design schedule), aesthetic appearance (tying in the new building's look and feel with the existing fabric of the campus), 21st century design principles, flexibility, and achieving DSA approval in a timely manner.

CSDA has experience with all three design methods as presented in the RFP - custom design, reuse of existing plans and modular structures. Each of these methods has their own benefits, but to best meet the specific needs of this project, our team is proposing a new custom design. With the designated design schedule of 12 months, a custombuilt classroom building can meet your program identically, while providing the best solution to meeting the aesthetic appearance criteria set forth in the RFP. In addition, a custom design approach will also allow for the greatest amount of flexibility for future adaptation/reuse, while still adhering to the budget. We feel that other design options would require the District to sacrifice some of the key program elements.

Based on our experience with the lease-leaseback delivery method for other school districts, our recommendation is to move forward with a team approach and bring the contractor on board from the start. In the past we have partnered with many contractors, including Del Amo Construction. We have recently completed four similar classroom building projects (STEM Pods) using the lease-leaseback method with Del Amo for Vaughn Next Century Learning Center, while meeting the client's aesthetic criteria, tight/aggressive schedule and budget.

In regards to design fees, inclusive of all architectural design services to satisfy DSA approval and ongoing services required during the project, we estimate that this project can be completed for a \$482,000 architectural/engineering fee. This is all-inclusive of design services as requested in the RFP. The provided budget is adequate to meet the overall parameters of this project. For more details, please see Section 7 of this proposal and reference the Excel spreadsheet we have provided.

We look forward to the possibility of being selected as your architect for the Marshall New Classroom Building project, and we look forward to having the opportunity to further discuss our design concepts during the interview phase of the selection process. Please feel free to contact me at (310) 301-4775 or at jfuller@csdadesigngroup.com.

Sincerely,

CSDA Design Group

Jeffery M.'Fuller, AIA, LEED® AP

4061 Glencoe Avenue

Suite B Marina del Rey, CA 90292 310.821.9200

www.csdadesigngroup.com



### 1. Similar Projects

Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

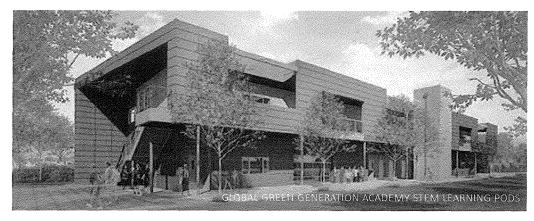
CSDA has completed several projects similar in size, scope and function to the proposed Marshall New Classroom Building in the last five years. Below is a matrix which summarizes the key characteristics of each:

Date	Project Name	Design Type	Client	Cost	Size
*2018	Olive Vista Middle School New	New Custom Design	Los Angeles	\$18,254,487	28,539 SF
	Gymnasium & Multi-Purpose Building	on an Existing Campus	Unified School District		
*2017	Victor Valley High School Administration	New Custom Design	Victor Valley Union High	\$15,000,000	32,365 SF
	Building	on an Existing Campus	School District		
*2017	Hook Jr. High School New Facilities	New Custom Design	Victor Valley Union High	\$7,000,000	30,357 SF
		on an Existing Campus	School District		
2015	Global Green Generation Academy STEM	New Custom Design	Vaughn Next Century	\$4,032,565	17,500 SF
	Learning Pods (See page 3)		Learning Center		
2015	Pandaland Center STEM Learning Pods	New Custom Design	Vaughn Next Century	\$3,696,977	15,500 SF
	(See page 3)		Learning Center		
2015	V.I.S.A. High School STEM Learning Pods	New Custom Design	Vaughn Next Century	\$3,374,205	14,000 SF
	(See page 3)		Learning Center		
2015	Vaughn Community Center for STEM	New Custom Design	Vaughn Next Century	\$2,696,251	9,000 SF
	Support (See page 3)		Learning Center		
2014	East Palo Alto Academy Campus	Re-Use of DSA	Sequoia Union High	\$9,800,000	20,000 SF
	Expansion (See page 4)	Approved Design	School District		
2012	Global Green Generation Academy	New Custom Design	Vaughn Next Century	\$15,320,785	70,000 SF
			Learning Center		
2012	ELA Star Hilda L. Solis Learning Academy &	New Custom Design	Los Angeles	\$5,876,203	85,500 SF
	Gymnasium	on an Existing Site	Unified School District		
2012	Pacoima Enrichment Academy	Modular Structure	Pacoima Charter School	\$3,718,218	17,633 SF
	(See page 5)				
2012	Tyrrell Elementary School	New Custom Design	Hayward Unified School	\$26,296,000	68,600 SF
			District		
2010	San Pedro High School New Gymnasium	New Custom Design	Los Angeles	\$11,149,662	20,975 SF
		on an Existing Campus	Unified School District		

<sup>\*</sup>estimated project completion date

CSDA has recent similar experience in each of the design methods being considered for the Marshall New Classroom Building. A summary of each method is provided on the following pages.

STEM LEARNING PODS & COMMUNITY CENTER Vaughn Next Century Learning Center PACOIMA, CA



EXAMPLE OF A NEW CUSTOM DESIGN OPTION

DATES

Design 7/2013 - 6/2014 Construction 7/2014 - 8/2015

> Building Size(s) Varies 9,000 - 17,500 SF

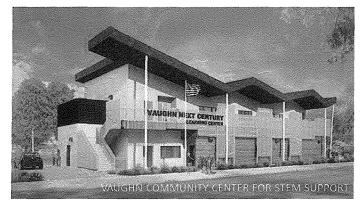
STEM LEARNING PODS 13 Pods @ approx. 3,000 SF each MULTI-PURPOSE ROOM 2,400 SF

> TOTAL COST \$13.8M

CSDA is providing architectural services for four new STEM Learning Pod buildings on four separate sites (Del Sur St., Filmore St., Daventry Pl., and Eustace St.) with one new multi-purpose room at the existing V.I.S.A. High School. These buildings are a part of the Vaughn Next Century Learning Center charter school campus in Pacoima, California.

All four projects will be based on the pod concept and design of the Global Green Generation Academy (G3). Although the G3 School pod design will be used as a basis for design, the pods will vary in size and shape from site to site, due to the differing physical constraints of the individual sites. Each building varies from approximately 9,000 to 17,500 total SF and although separated, these new buildings will provide a physical connection to the existing campus. Additionally, CSDA's design will provide as much green space, shade and additional parking as each site will allow.

The learning pods are large open spaces that house multiple classrooms or can be utilized as one large group learning space. These larger learning spaces facilitate the STEM (Science, Technology, Engineering, & Math) curriculum taught, by providing as much flexibility as possible and state-of-the-art technology. In an effort to deliver the most energy-efficient buildings possible, CSDA designed these learning pods using California High Performance School (CHPS) guidelines and standards.





### CSDA DESIGN

CHARTER HIGH SCHOOL
CAMPUS EXPANSION
Sequoia Union High School
District
EAST PALO ALTO, CA

EXAMPLE OF THE RE-USE OF EXISTING DSA APPROVED PLANS



DATES

Design 8/2013 - 11/2013 Construction 1/2014 - 8/2014

> BUILDING SIZE 20,000 SF

> > **Cost** \$9,000,000

CSDA provided architectural services for the expansion of a 280-student, Stanford University affiliated, charter high school within the Sequoia Union High School District. The project was delivered from start of design to substantial completion in less than 12 months and was completed on time and on budget.

The site features a new 20,000 SF two-story, high-performance modular classroom building that was designed to exceed Title 24 energy savings standards by 40 percent and deliver a 100-year service life for the shell and structure. The building includes nine standard classrooms, a computer lab, a full chemistry lab with fume hoods, and a chemical storage room with an observation window for experiments that might require separation of the students from the reaction/event.

Additional renovations to the site include .88 acres of landscape improvements which utilize bio-filtration plants to treat 100 percent of stormwater onsite prior to draining to the bay. Also included were a staff parking lot, new basketball and volleyball courts, and a new courtyard.

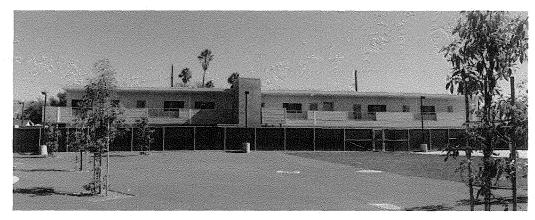
The site, which is composed of fill over bay mud, required extensive ground improvements to prevent liquefaction. An incremental approval process with the San Diego Office of DSA allowed the team to expedite both hazardous soil remediation and ground densification operations while the balance of work was still in the design and approval phases.







PACOIMA ENRICHMENT
ACADEMY
Pacoima Charter School
PACOIMA, CA



EXAMPLE OF A MODULAR STRUCTURE

DATES

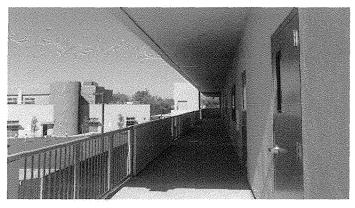
Design 7/2010 - 10/2010 Construction 1/2011 - 1/2012

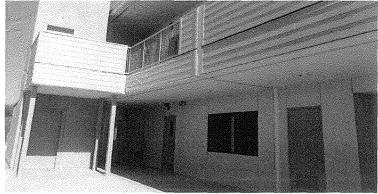
> BUILDING SIZE 17,633 SF

In 2012, CSDA completed site work and construction administration of a new 17,633 SF **two-story modular** kindergarten building for Pacoima Charter School in Pacoima, CA. The first floor consists of four classrooms, restrooms, an administration suite with nursing station and offices, as well as a lunchroom with food preparation area. The second floor consists of six classrooms, restrooms, a teacher resource room, and storage area.

**Cost** \$3,750,000 Our scope of work included design coordination between the site and building, and coordination with the school administration and City of San Fernando regarding logistics and placement of a new fire lane and pick-up/drop-off area. Since the new school would be located adjacent to the Global Green Generation Academy (G3), which was also designed by CSDA, we determined that the best option for the fire lane would be a joint-use area located on the G3 site. The new fire lane allowed for a safe area for student pick-up/drop-off as well as a connection point between G3 and the Pacoima Enrichment Academy.

Other specific design considerations were a custom-designed, covered lunch shelter as well as coordination and site work for the playground shade structures.







### 2. Design Concepts

Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.

Below is a matrix created to show the benefits of each design delivery option. Each characteristic was ranked on a scale of 1-10 as it relates to the following project types: new custom designed plans, re-use of existing DSA approved design, and modular structures. Based on the results of our evaluation, CSDA recommends that the Marshall New Classroom Building be a new custom designed building. The results of CSDA's evaluation are shown below.

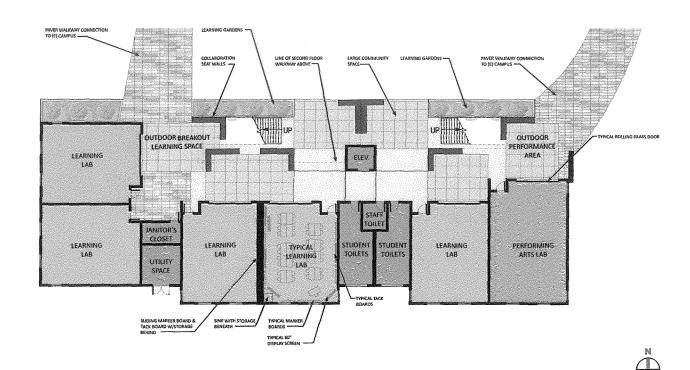
	New Custom Designed Plans	Re-Use of Existing DSA Approved Design	Modular Structures		
Overall Cost of Design	7	7	9		
Overall Cost of Construction	8	8	6		
Design Schedule	7	8	9		
Construction Schedule	7	7	9		
Campus Aesthetic Compatibility	10	7	4		
Program Flexibility	10	8	5		
21st Century Learning Components	10	8	6		
Building Site Adaptation	10	7	5		
DSA Approval Time	5	7	9		
Overall Customization	10	7	5		
Total Score	84	74	67		

Note: Scoring is based on a scale of 1-10 with 1 being the least desirable and 10 being the most favorable.

### **Design Concept**

On the following page, we have included samples of our proposed design concept (1st Floor Plan and rendering) for the Marshall New Classroom Building. A full set of CSDA's proposed concept documents can be found in Appendix A at the end of this proposal package. After reviewing the site restrictions and opportunities, we propose to locate the building in the grass field area along Thurgood Marshall Drive as opposed to placing it at the location shown in the RFP. We propose this location due to conflicts with the existing fire lane, but also to take advantage of increased safety for the students during construction. Moving the construction zone activity away from student occupied areas will also allow for the minimization of construction phasing. The building design takes advantage of Oxnard's temperate climate by providing natural daylighting and ventilation to the classrooms by way of rolling glass doors that open to an exterior walkway. This design also provides exterior break-out learning spaces and a strong connection to the existing campus via courtyards and walkways. The walkways serve as a "pedestrian link" to the existing campus and are highlighted by colored pavement and accented entryways. Our design also proposes moving the required new parking spaces to the existing main parking lot. We propose reconfiguring the existing parking lot and adjacent areas to accommodate the required 20 new parking spaces, which will maintain vehicular traffic within one designated area and away from the campus proper.

### CSDA DESIGN GROUP



### MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





MARSHALL NEW CLASSROOM BUILDING

**OXNARD SCHOOL DISTRICT** 



CTW CSDA GROUP



### 3. Recommendations

Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.

After reviewing the RFP documents and design guidelines, our recommendations to improve the functionality and effectiveness of the new classroom building design are as follows:

### **Building Location**

We believe that the proposed new classroom building location in the RFP is in conflict with the existing fire lane as well as the existing play structure and adjacent shade area. We have proposed a new location in the grass field along Thurgood Marshall Drive, that will better accommodate the program and create a strong connection with the existing fabric of the campus. This alternate building location allows for isolation of construction activity from student occupied areas and provides contractor access to the construction zone. This location allows for uninterrupted use of the play and shade structures throughout the year, while maintaining the integrity of the existing fire lane.

### **Building Footprint**

CSDA is proposing a rectilinear design (as opposed to the footprint suggested in the RFP) along the east/west axis with an exterior walkway that allows for natural daylighting and ventilation as well as a visual connection to the existing campus. The design utilizes overhead rolling glass doors that provide for flexible teaching opportunities and access to the exterior courtyard.

### **Parking Location**

We feel that consolidating all the parking into one area is beneficial as it removes vehicle activity from the campus proper. By analyzing the existing surface parking lot along Thurgood Marshall Drive, we will be able to accommodate the required 20 additional parking spaces through the redesign of the existing layout and adjacent areas. This redesign will allow for the opportunity to explore xeriscaping or drought tolerant vegetation.

### Vision & Specifications

After reviewing the Marshall New Classroom Building Vision & Specifications package, we have developed comments and recommendations that we believe will improve the functionality and effectiveness of the new educational spaces.

### Acoustics

Acoustics is a major component in the design of educational spaces. Concerns normally do not appear until the space is constructed and being used daily. Planning for acoustical design and treatments of an open, collaborative learning space is an extremely important part of the initial room layout and space planning. Our in-house acousticians work with the design team to develop acoustical criteria (for sound isolation, room acoustics and background noise) that are appropriate for the project's budget and functional requirements. Acoustical design strategies will be based on these criteria. We will work with our in-house acousticians to assure that spaces are comfortable for learning and provide functional flexibility.

### **Daylighting**

We will provide daylighting to all educational spaces by designing windows and rolling glass doors that supply learning environments with ample natural light while reinforcing a connection to the exterior. Careful consideration will be given to building orientation, roof overhangs, wing walls, window sun shades (exterior) and glazing films. Proposed rolling glass doors will play an integral role in creating break-out space opportunities, such as providing generous access to small, protected courtyards outside of the classrooms. Room darkening will also be accommodated to allow for room use flexibility through the use of window coverings (interior and black-out curtains).



### Storage

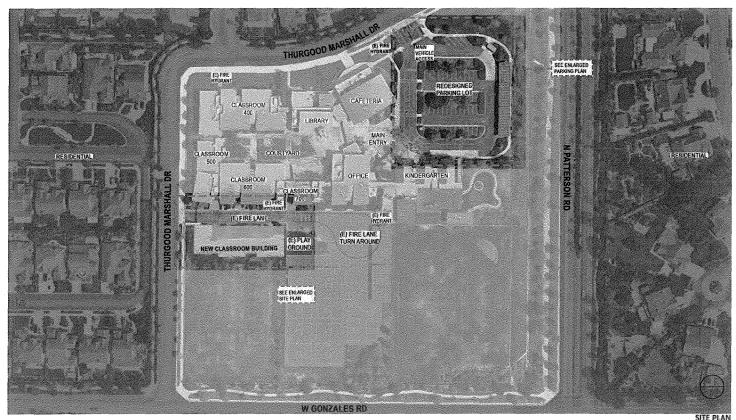
Current learning methodologies are moving towards technology-based learning tools. While the need for storage of textbooks and supplies has diminished, the need for storage within classrooms will always be there. We will work hard to minimize storage, as stated in the District's Vision & Specifications package. However, we will look to identify opportunities for hidden storage areas such as behind marker and pin-up boards, within flexible furnishings, and under work surfaces.

### Lighting

Artificial lighting is a centerpiece of all design and requires careful planning and execution. We have found through past experience that a mixture of direct and indirect lighting provides for the most pleasant learning environments (reduction of glare and minimization of eye strain). By including multiple switching arrangements and zoning within each space, flexible learning arrangements and energy savings can be realized.

### **Program Development & Verification**

By utilizing the Oxnard School District's Vision and Specifications as a basis for the design, CSDA and the District can work to develop a thorough and effective program to meet the school's immediate needs (housing grades 6-8) and long-term needs (providing a K-8 education program on the Marshall campus). We propose a series of stakeholder meetings (facilitated by CSDA) to identify the needs of the current curriculum as well as the incorporation of 21st century learning components.



MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





### 4. Proposed Timelines

Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.

Listed below are strategies that CSDA recommends to help meet or accelerate the proposed timelines of the project.

### **Early Contractor Involvement**

Bringing the contractor onto the team during the initial design phases will allow for reliable input regarding constructability, quality, durability, budget and schedule. Vetting this input early in the design process can eliminate late-phase design changes, which will save the District time and money.

### District Buy-In/Sign-Off Concurrent with Design

Including the District as a key design team partner will allow for the timely approval of design and budget items. Finalizing design decisions and reconciling the budget at the completion of each design phase (Schematic Design, Design Development, and Construction Documents) assures that all the project basics (program, budget, and schedule) are sound and reliable from the beginning of design through the completion of design.

### **Proven Design That Is Easily Constructed**

CSDA has custom designed several two-story classroom buildings, similar to the proposed Marshall New Classroom Building. For your project we would propose similar structural, mechanical, electrical, plumbing, communications, fire protection and building skin systems to those we have already designed. We feel this would allow the design process to move quickly and smoothly, as it would incorporate proven systems and construction techniques.

### **Expedited DSA Approval**

Meeting with DSA early and often has proven to be a most effective way of reducing review and approval time. CSDA would discuss your project with DSA representatives during each of the design phases. During our early meetings (Schematic Design and Design Development) we would ask DSA to commit to a tentative submittal and review schedule. This technique has proven helpful to both CSDA and DSA in scheduling the work.

On certain occassions, CSDA has received approval to have plans reviewed in DSA's San Diego office rather than the projects local DSA office. In some cases this has greatly accelerated review times. As an example, CSDA provided architectural services for a new modular gymnasium project for the East Palo Alto Academy Charter High School. The project was headed for a long delay at the local Oakland DSA office. In order to avoid that delay and accelerate the DSA approval, CSDA's project architect contacted the Oakland DSA office to request that the project be transferred for review by DSA San Diego. They agreed and approved the project in half the time.

### **Project Portal**

In cases where design teams are large, or there is a desire on the part of the District to involve multiple stakeholders, CSDA has found that a project portal on the District website is an excellent way to share information, store data, and solicit input. In these cases, the web portal serves as a communication acceleration tool that reduces lost time for stakeholder interaction.



### 5. Delivery Methods

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.

The lease-leaseback delivery method is reasonably new to the educational facility construction marketplace. CSDA has been actively involved since its inception. Over the last five years, CSDA has completed the design and construction of approximately \$450M worth of educational facilities projects. Various delivery methods and construction dollar amounts are shown below:

Delivery Method	Dollar Amount
Lease-Leaseback	\$300M
Design-Bid-Build	\$100M
Other (Design-Build, Design Assist, Negotiated)	\$35M

In completing lease-leaseback projects, we have experienced the numerous advantages associated with this delivery method, as compared with either design-bid-build and other delivery methods (design-build, design assist, and negotiated). These advantages include:

### **Partnering with the Contractor**

The lease-leaseback delivery method brings the contractor on board as an important member of the design team early in the design process. This enables the architect to vet design ideas and constructability issues with the contractor during the initial design phases. By doing so, all team members (District, contractor, and architect) are able to share realistic expectations with regards to budget, schedule and quality.

### **Budget Flexibility**

A lease-leaseback agreement binds the contractor to a fixed budget project cost for a fixed scope of work. If changes are required during construction to maintain the agreed upon cost, these changes are made in partnership with the District and the architect. We have found this process to be one of collaboration as opposed to one of conflict as we have experienced in the design-bid-build delivery model.

### **Schedule Acceleration**

The lease-leaseback statute allows the contractor to prepare the final bid for the project while the drawings are being reviewed by DSA. In the design-bid-build model, contractors are not allowed to finalize bids until the construction documents have been approved by DSA. This can be a schedule savings of up to two months.

### Shared Vision = Shared Success

CSDA's experience in design-bid-build has included some excellent contractors that are interested in constructing the best building possible in strict accordance with the construction documents. Unfortunately, for districts, the low-bid environment does not always yield these excellent contractors. Our experience has been that oftentimes, low-bid contractors need to find change-order opportunities to achieve their profit goals.

These low-bid pressures are greatly reduced in the lease-leaseback model by bringing the contractor on board early in design phases, vetting cost, schedule and quality in advance and allowing the contractor and architect to work together in making change/quality decisions.

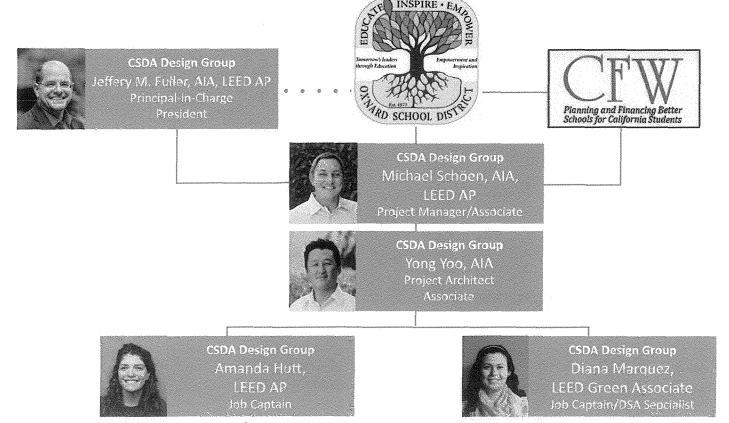


From left: Jeff Fuller, Yong Yoo, and Mike Schöen

### 6. Roles of Key Personnel

Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.

Our proposed assigned senior personnel – Jeff Fuller, Mike Schöen, and Yong Yoo – have worked together on 18 Southern California education projects. In addition, Jeff and Mike have completed 34 projects together. Our team will be dedicated to the Oxnard School District for the duration of the project.





### Jeffery M. Fuller, AIA, LEED® AP, Principal-in-Charge

Born and raised in upstate New York, Jeff received a Bachelor of Architecture (B. Arch Degree) from Syracuse University. Jeff has more than 25 years in the industry. As Principal-in-Charge, Jeff will oversee the District's projects to assure timely completion and overall client satisfaction. Jeff will serve as an active member of CSDA's team. His in-depth knowledge of building code compliance requirements is integral to the successful completion of projects on schedule. Jeff assures clients' satisfaction through frequent communication and by providing the staff needed to complete projects on time and within budget. Jeff is licensed in the State of California.

Jeff's level of participation: 10%

### Michael R. Schöen, AIA, LEED® AP, Project Manager

Born and raised in Orange County, Mike received his Masters of Architecture (M. Arch Degree) from SCI-Arc in Los Angeles and is a fifth generation Californian. Mike has more than 18 years of professional experience in designing new construction and modernization projects for K-12 schools. Mike's certification as a Project Management Professional with the Project Management Institute makes him well suited for management of the Oxnard School District's projects. Mike has designed modernizations and new construction for 48 K-12 schools over the past 10 years. Mike understands the close connection between the quality of an educational environment and a positive educational experience. Mike is licensed in the State of California.

Mike's level of participation: 50%

### Yong Yoo, AIA, Project Architect

Yong received his Bachelor of Architecture (B. Arch Degree) from Cal Poly Pomona and is licensed in the State of California. Yong will manage the project design team and any sub-consultants, lead project staff, and produce deliverables. He has 18 years of education experience relevant to Oxnard School District's projects. Yong's portfolio over the past 10 years alone has been comprised of various project types, including 38 modernization and new construction projects for multiple public school districts. He is a service-oriented professional committed to delivering projects on time and on budget. Yong also has an excellent professional working relationship with DSA.

Yong's level of participation: 75%

### Amanda Hutt, LEED® AP, Job Captain

Amanda received her Bachelor of Architecture (B. Arch Degree) from University of Southern California. With seven years of experience, she has worked closely with school district representatives, consultants, project inspectors, and special interest groups to ensure that everyone involved in a project is integrated early on in the design process. As Job Captain she is able to provide clients with immediate access for answers or interpretations. She has experience in hand rendering for presentations to better illustrate a project's possibilities.

Amanda's level of participation: 100%

### Diana Marquez, LEED® Green Associate, Job Captain/DSA Specialist

Diana received her Bachelor of Arts in Architecture and City and Regional Planning from University of California, Berkeley. She has eight years of experience in architectural design and planning. As your DSA Specialist, Diana will assist with the DSA and Agency coordination. She is capable of gaining project certification and project close out. Her duties have included assisting project architects in all aspects of design and construction for K-12 educational facilities. She has specific experience with retroactive project close-out implementation, wherein she has been successful in investigating elusive documents and tracking down all proper documentation to obtain DSA close-out.

Diana's level of participation: 90%



### 7. Cost Estimate

Provide a line item conceptual cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs.

Based on the design concept proposed by CSDA, Del Amo Construction (CSDA's lease-leaseback partner for the construction of STEM Learning Pods & Community Center - See page 3) has prepared a unit and unit cost, cost estimate that outlines our understanding of the project details by component. See pages 15-18 for line item breakdown.

### "All-In" Project Cost Executive Summary

Project Estimated Construction Costs	
Estimated Construction Cost	5,149,310
Contractor Overhead and Profit	334,705
Insurance & Gross Receipts Tax	65,364
Construction Contingency	416,203
Total Estimated Project Construction Costs	\$5,965,583
Project Estimated Soft Costs	
Fixtures, Furnishings and Equipment (FF&E)	\$550,000
FF&E Design Fee*	19,250
Architectural and Engineering Fees*	462,750
Allowance for Additional Soft Costs	1,099,975
Total Estimated Project Soft Costs (including "additional soft cost allowance")	\$2,131,975
Total Estimated "All-In" Project Cost	\$8,097,558

<sup>\*</sup>Total all inclusive A/E fee for the project is \$482,000 (FF&E Design Fee of \$19,250 + A/E Fees of \$462,750)

### Assumptions:

- 1) "Architectural and Engineering Fees" includes architectural, structural, civil, mechanical, electrical and plumbing services
- 2) Budget for "additional soft costs" is an allowance only. It is anticipated that this allowance is adequate to include costs consistent with industry standards in the following areas:
  - Permit fees
  - Testing and inspection fees
  - Geotechnical services
  - Site survey
  - Landscape architect
  - Design contingency
  - Project contingency

Any reduction in the amount of the allowance spent on "additional soft-costs" will result in a dollar for dollar savings of overall project costs.



### CSDA GESIGN

### MARSHALL NEW CLASSROOM BUILDING CONCEPTUAL CONSTRUCTION COST ESTIMATE JULY 17, 2015



CFW

		V ( GROWF	JOLT 17, 2015		and the second	Rifler Carpivess Budients
NO.		DESCRIPTION	CONTROL QTY UNIT	UNIT COST	EXTENSION	SECTION TOTAL
S	ITE WOR	X			***************************************	
l		Plans & Engineering	NIC SF		*	\$ -
2		Permits & Fees	NIC SF	-	-	-
3		Testing & Inspection	NIC SF			
	2.015	Protection - Fence	12,386 SF	0.61	7,555	23,65
<u> </u>		Barricade	12,386 SF	1.00	12,386	
<u>;</u>		Safety Administrator	12,386 SF NIC SF	0.30	3,716	
3	2.070	Salvage Demo Assist	NIC SF 12,386 SF	- 0.08	991	99
)		Erosion Control	12,386 SF	0.08	867	8
0	2.199		NIC SF	- 0.07		-
1	200	2011 Management Requirements; QSP 3rd Party	NIC SF			
2	2.050		12,386 SF	0.56	6,936	10,6
3		Building	NIC SF	*		
4		Misc.	12,386 SF	0.30	3,716	
5	2.200	Earthwork - Clear & Grub	12,386 SF	4.50	55,737	73,0
6		Mass Excavation	INCLUDED SF			
7		OXR 5'0"	INCLUDED SF	-	-	***************************************
8		OXR 3'0"	INCLUDED SF	_		
9		Import/Export	NIC SF			
0		Backfill	NIC SF		*	
1		Fill Planters	INCLUDED SF	- 0.50		
2		Spoils Management	12,386 SF	0.50	6,193	
3 4		Finegrade 1 Finegrade 2	NIC SF 12,386 SF	0.20	2,477	·····
5		Water	12,386 SF	0.20	2,477	
6		Survey	12,386 SF	0.50	6,193	
7	7 101	Methane Barrier	NIC SF	0.00	0,133	
8		Vent Piping	NIC SF			
9		Aggregate Bedding	NIC SF		-	······································
0		Active System	NIC SF	~		
1		Alarm System	NIC SF	-	-	
2	2.510	A/C Paving	5,750 SF	1.44	8,280	110,5
3		Striping & Signs	5,750 SF	0.40	2,300	
4		ADA Stalls	INCLUDED SF			
5		EV Stalls	NIC SF			
		Parking Lot	1 LS	100,000.00	100,000	
6	2.520	Site Concrete	5,750 SF	7.50	43,125	46,00
<del>7</del> 8		Sidewalk Patching Curbwork	5,750 SF INCLUDED SF	0.50	2,875	
<u>9</u>		Stairs on Grade	INCLUDED SF			
0		Sub Slab for Pavers	NIC SF		*	
1		Site Pavers	NIC SF	-	-	***************************************
2		Grass-Crete	NIC SF	<u> </u>		
3		Equipment Pad	NIC SF	-	_	
4		Structural Site Concrete	INCLUDED SF	*	-	-
5		Medium Foundations	INCLUDED SF	-	-	
6		Gate Track	INCLUDED SF	-	-	
7		Bollard Foundations	INCLUDED SF	-	-	
8		Seat Walls	INCLUDED SF	*		
9		PIP Deck	NIC SF		•	
)		Rebar	INCLUDED SF			*
<u> </u>		Expansion Control	NIC SF			
2	2.530	Masonry - Retaining Walls	NIC SF			-
3		Planters	NIC SF			
1		Drill & Dowell	NIC SF	-	*	
5 3		Knee Wali	NIC SF NIC SF			
7	E 520	Tie Into (E) Railing - Wall	INCLUDED SF	*		
3	J.JZU	Guard	INCLUDED SF			
)	2,835	Fence - WI	NIC SF			
)	<u></u>	Chain Link	INCLUDED SF		-	
		Man Gates	INCLUDED SF	-	-	
?		Auto Gates	INCLUDED SF	-		
<u>-</u> }		Gate Operator	NIC SF		*	***************************************
<u></u>		Offsite Work ALLOWANG		-		•
5	9.900	Painting	NIC SF		*	-
i			NIC SF	-	-	•
		Waterproofing - Site Walls	NIC SF	-	-	*
}		Landscaping & Irrigation ALLOWANG		3.50	20,125	20,12
)		Topsoil	INCLUDED SF	_		
)	2.700	Site Utilities - Water	5,750 SF	30.00	172,500	172,5



### MARSHALL NEW CLASSROOM BUILDING CONCEPTUAL CONSTRUCTION COST ESTIMATE JULY 17, 2015





		CONTROL			Sec. Marketing Sec. 19	SECTION
NO.	DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	TOTAL
71	Fisa	INCLUDED	SF			
72	Fire FDC/PIV/BFP/DDC	INCLUDED	SF	-		
73	Hydrants	NIC	SF	-		
74	Hot Tap	NIC	SF	-	-	
75	Sewer	INCLUDED	SF	-		
76	Storm Drain	INCLUDED	SF	-		
77	Storm Drain Retention & Filtration Inlets	INCLUDED INCLUDED	SF SF	-		
78 79	French Drain	NIC	SF		-	
80	Pipe Roof Drains	INCLUDED	SF		-	
81	Sump Pit/Pump	NIC	SF	-		
82	Gas	NIC	SF	*	-	
83	Elect Service/Vault	INCLUDED	SF		-	
84	UG of OH Lines ALLOWANCE	NIC	SF	*		
85	Site Lighting	INCLUDED	SF			
86 87	Low Level Lighting  EV Stalls	NIC NIC	SF SF		*	
88	Misc. Connections	INCLUDED	SF		-	
89	2.891 Flag Pole	NIC	SF			<u> </u>
90	Installation	NIC	SF	-	-	
91	1.040 Field Work/Coordination	5,750	SF	0.25	1,438	1,438
				37.13	\$ 459,887	459,887
<u>в</u> 92	BUILDING WORK  2.050 Demolition - Building	NIC	SF			
93	Slab Removal	NIC	SF	-	-	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
94	Misc.	NIC	SF	*	-	
95	3.100 Concrete - Pad Foundations	6,636	SF	30.32	201,204	234,748
96	Continuous Foundations - Med/Large	INCLUDED	SF	-	-	
97	Lightweight Topping Slab	8,386		4.00	33,544	
98	Curbs	INCLUDED	SF	-		
99	Stairs on Grade	NIC	SF	_	•	
100 101	PIP Deck Floor Prep	NIC INCLUDED	SF SF	*		
102	Columns	NIC	SF	-		
103	Deck Infill	INCLUDED	SF	-		
104	Elevator Pit	INCLUDED	SF	~	-	
105	Stair Infill	INCLUDED	SF	-	-	
106	Grout Steel	INCLUDED	SF		-	
107	Rebar	INCLUDED	SF	*		
108	3.400 Precast Concrete / GFRC	NIC	SF	#	-	
109 110	4.100 Masonry Pilasters	NIC NIC	SF SF			
111	Lintels/Bracing	NIC	SF			
112	Layout	NIC	SF	<u>.</u>	*	
113	4.150 Brick/Stone Veneer	NIC	SF	-	-	-
114	2.830 Fencing - Chain Link	NIC	SF	-	-	-
115	Gates	NIC	SF	-	*	
116	WI Gates	NIC	SF	-		
117	5.100 Structural Steel	15,022		22.65	340,248	340,248
118 119	Stairs Railings - Wall	INCLUDED INCLUDED	SF SF			
120	Guard Rails	INCLUDED	SF			
121	Operable Partition Support	NIC	SF		-	
22	Sports Equipment Supports	NIC	SF	-	-	
23	Misc. Metals	15,022	SF	1.28	19,228	19,228
24	5.300 Metal Deck	NIC	SF	•		
25	Hoist/Clean	NIC NIC	SF		*	
26	Closure Flashings	NIC 15,022	SF	25.03	F06 994	E 40 7 F 4
27 28	6.100 Rough Carpentry - Exterior Walls  Interior Walls	INCLUDED	SF	35.03	526,221	548,754
<u>20</u> 29	Roof/Floor Trusses	INCLUDED	SF	-	-	
30	Roof Framing	INCLUDED	SF	-	-	
31	Misc.	15,022		1.50	22,533	
32	6.410 Cabinetry - Lowers	13,272	SF	8.87	117,723	187,723
33	Uppers	INCLUDED	SF		-	
34	Shelving	INCLUDED	SF			
35	Tops	INCLUDED	SF	-		
36	Benches Personal Pers	NIC	SF	-	-	
37 38	Reception Desk Prep Rooms	NIC INCLUDED	SF SF		*	
39	Lab Casework		RMS	35,000.00	70,000	
	Lab Jacottoin		, \111.	00,000.00	, 0,000	



### MARSHALL NEW CLASSROOM BUILDING CONCEPTUAL CONSTRUCTION COST ESTIMATE JULY 17, 2015





			CONTROL				SECTION
NO.		DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	TOTAL
141	7.200	Insulation - Wall	13,272		0.56	7,432	7,432
142		Ceiling/Floor	INCLUDED	SF	-	-	
143		Roof - Rigid	INCLUDED	SF	*	*	
144	7.110	Deck Coating	NIC 6,636	SF	- 24.74	144.068	
145 146	7.600	Sheet Metal  Deck to Wall	INCLUDED	SF SF	21.71	144,068	222,818
147	~	Roof Specialties	INCLUDED	SF	-		
148		Finials	NIC	SF	_		
149		Canopy / Awning	NIC	SF	•		
150	***************************************	Standing Seam	NIC	SF	•		
151		Metal Soffit Panels	1,750		45.00	78,750	
152		Column Covers	NIC	SF			
153		Louvers	NIC	SF	+	-	
154		Equipment Pads	NIC	SF	-		
155		Skylights / Solatubes	NIC	SF		**	
156	7.300	Equipment Screen Roofing - Tile / BUR / Single Ply	INCLUDED 6,636	SF	16.12	106,972	106,972
157 158	7.300	Roof - Rigid / Densdeck	INCLUDED	SF	10.12	100,912	100,972
159	7.100	Waterproofing - Below Grade	6,636		2.41	15,993	19,993
160	7.100	Pits		LS	4,000.00	4,000	10,000
61		Concrete Sealer	INCLUDED	SF	-	-1,000	
62		Under Tile	INCLUDED	SF	-		
63	7.900	Calking & Sealants	13,272		0.42	5,574	5,574
64		Firestopping	13,272	SF	0.25	3,318	3,318
65	7.250	Fireproofing	NIC	SF	-	-	-
66	8.330	OH Shutter Doors	NIC	SF	-		
67		Operable Partition		EA	8,500.00	34,000	34,000
68	8.100	Doors / Frames / HW	13,272		3.85	51,097	51,097
69		Installation	INCLUDED	SF		-	
70	8.810	Glass - Exterior	13,272		3.26	43,267	43,267
71 72		Interior Curtain Wall	NIC NIC	SF SF	*		
73		Mirror Wall	NIC	SF			
174		Solar Film	NIC	SF		-	
175		Operable Sliders	NIC	SF	*	*	
176		Glass Railings	NIC	SF	~	+	
177		Rated Wire Glass / HM Frames	NIC	SF	-	-	
178		Door Adder	NIC	SF	-	-	
179	8.110	OH Doors - Glass	10	EA	7,500.00	75,000	75,000
180		Access Panels	13,272		0.13	1,725	1,725
181	8.300	Won Doors / Fire Film	NIC	SF	-		-
182	9.100	Drywall - Steel Stud & Drywall Walls	13,272		10.15	134,711	147,983
183	~~~~	Plaster Underlayment	INCLUDED	SF			
184 185		Soffits Deduct 2nd Layer Gyp Ceiling	NIC NIC	SF SF	-	-	
86		1 Hour / Shaft Work	NIC	SF	*	-	
87	·	Misc.		SF	1.00	13,272	
88	9.200	Plaster Walls	13,272	SF	14.82	196,691	196,691
89		Ceiling/Soffit	INCLUDED	SF	- 11,02		
90		Fiber Cement Panels	NIC	SF	-	*	***************************************
91		Foam Shapes	NIC	SF	-	-	
92	9.225	Scrap Bins	13,272	SF	0.98	13,007	13,007
93		Flooring - Marmoleum Tile	13,272		4.24	56,273	57,773
94		Carpet (\$40/sy Installed - No Spec) ALLOWANCE	INCLUDED	SF	-	-	
95	····	Grind & Polish	NIC	SF			
96	·	Base	INCLUDED	SF			
97		Rubber Flooring	NIC	SF	-		
98	***************************************	Walk Off Mats	INCLUDED	SF	1 500 00	1 500	
99 00	***************************************	Floor Moisture Testing - ASTM D 4263 ALLOWANCE Floor Moisture Barrier	NIC 1	LS SF	1,500.00	1,500	
01	9.550	Wood Flooring	NIC	SF			
02	3.330	Gym Art	NIC	SF			
03	9.310	Ceramic Tile - Floor	13,272		3.89	51,628	51,628
04		Wall	INCLUDED	SF	- 0.00		<u> </u>
05	***************************************	Shower Ceiling	NIC	SF	-	*	
06	9.510	Acoustical Ceiling	13,272		2.50	33,180	33,180
07	9.530	Acoustical Treatment / Tectum	1	LS	25,000.00	25,000	25,000
08	9.540	FRP / Marlite	13,272	SF	0.03	398	398
09	9.900	Painting - Drywall	13,272		5.18	68,749	76,249
10		Ceilings / Soffits		SF	-	-	
11		Plaster	NIC	SF	-	**	



### MARSHALL NEW CLASSROOM BUILDING CONCEPTUAL CONSTRUCTION COST ESTIMATE JULY 17, 2015





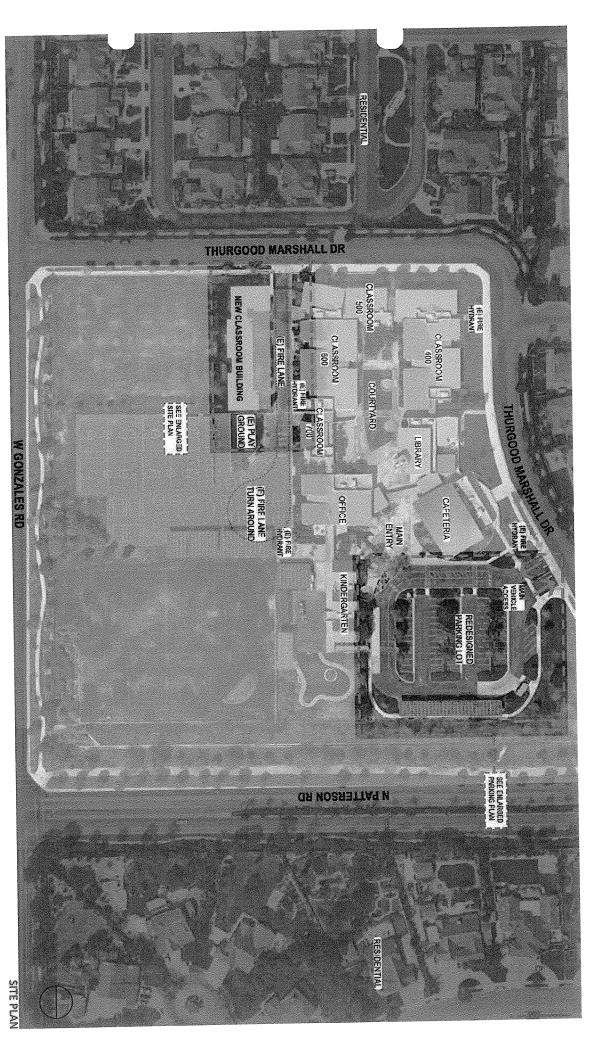
		DEGODIDITION		CONTROL	***************************************	UNIT COOT	EVEENOUS	SECTION
NO.		DESCRIPTION		QTY	UNIT	UNIT COST	EXTENSION	TOTAL
213		Doors		INCLUDED	SF	-	_	
214		WI & Railings		INCLUDED	SF	-	•	
215		Anti-Graffiti		INCLUDED	SF	-	-	
216		Wall Coverings		NIC	SF	-	-	
217		WallTalkers		NIC	SF	_	-	
218		Wall Graphics		NIC	SF	-		
219		Misc.		1	SF	7,500.00	7,500	
220	10.150	Toilet Partitions/Accessories - Large		13,272	SF	1.11	14,732	14,732
221		Small		NIC	SF		-	
222		Showers		NIC	SF	-	-	
223	11.480	Sports Equipment		NIC	SF	-		-
224		Scoreboard		NIC	SF	-	-	-
225		Bleachers		NIC	SF	~	_	-
226	10.100	White Boards		12	RMS	12,000.00	144,000	144,000
227		Fabric Covered Tack Boards		INCLUDED	SF	-	-	
228		Projection Screens		INCLUDED	SF	-	-	
229	11.070	Theatrical Equipment		NIC	SF	-	-	_
230		Window Treatment		13,272		0.22	2,920	2,920
231		Fire Extinguishers		13,272		0.10	1,327	1,327
232		Directories / Building Signage		13,272		0.61	8,096	8,096
233		Lockers		NIC	SF		- 0,000	
234		Elevator			STOPS	48,000.00	96,000	103,500
235	14.200	Code Requirements/Coordination	3		LS	7,500.00	7,500	100,000
236	4E 200	Fire Sprinklers		15,022		5.00	75,110	75,110
237	15.500			13,272		32.75	434,658	434,658
23 <i>1</i> 238	13.500	Duct Supports		INCLUDED	SF	- 32.73	434,036	434,036
	45 400			15,022		16.70	250,867	250,867
239	15.400	Plumbing	1100 0	13,022	SF	16.70	230,867	230,067
240		Expansion Tanks & Circulation P Seismic Gas Shut-off	umps	INCLUDED	SF	-		
241	40.050			15,022			- - -	650 457
242	16.050	Electrical		······································		34.50	518,259	653,457
243		Light Fixture Package		INCLUDED 15,022	SF			
244		Fire Alarm	i	NIC 15,022		4.00	60,088	
245		Area of Refuge Commun	ication System		SF		-	
246		Fire Alarm Conduit		NIC NIC	SF			
247		Low Voltage Systems			SF			
248		Low Voltage Conduit		INCLUDED	SF		*	
249		AV System		NIC	SF	-		
250		Clock / Bell System		NIC NIC	SF			
251		TV Studio Wiring Premium		NIC	SF	-	*	
252		Computer Server HUB		NIC	SF	-	w	
253		Misc. Conduits		15,022		5.00	75,110	
254	2.051	Scaffolding		INCLUDED	SF			
255	2.001	General Labor			MOS	5,500.00	60,500	60,500
256	2.002	Misc. Rentals			MOS	1,500.00	16,500	16,500
257	2.003	Small Tools			MOS	500.00	5,500	5,500
258	2.004	Final Clean		15,022		0.40	6,009	6,009
259		Commissioning	ALLOWANCE		MOS	17,500.00	17,500	17,500
260	1.010	General Conditions		11.0	MOS	34,780.00	382,580	382,580
							\$ 4,689,423	4,689,423
		SUBTOTAL					\$ 5,149,310 \$	5,149,310
		Overhead & Profit		6.50%			334,705	334,705
		Insurance		1.00%			54,840	54,840
		Professional Liability Insurance		0.00%			-	-
		Gross Receipts Tax		0.19%			10,524	10,524
		Bond		0.00%			-	-
		Sub Failure	ALLOWANCE	0.00%			**	_
		Inflation	ALLOWANCE	0.00%			-	-
		Plan Coordination	ALLOWANCE	0.00%			-	_
		Contingency		7.50%			416,203	416,203
							,	



### Appendix A

This section contains our proposed design concept package utilizing a new custom design delivery for the Marshall New Classroom Building. The package consists of the following documents:

- 1. Site Plan (includes existing site and proposed Marshall New Classroom Building)
- 2. Enlarged Site Plan (shows Marshall New Classroom Building)
- 3. Parking Plan (shows reconfiguration of existing parking to meet new program parking requirements)
- 4. 1st Floor Plan (includes typical learning lab configuration)
- 5. 2nd Floor Plan
- 6. Exterior Elevations
- 7. Architectural Rendering 1
- 8. Architectural Rendering 2



# MARSHALL NEW CLASSROOM BUILDING



CTW CSDA GROUP

# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



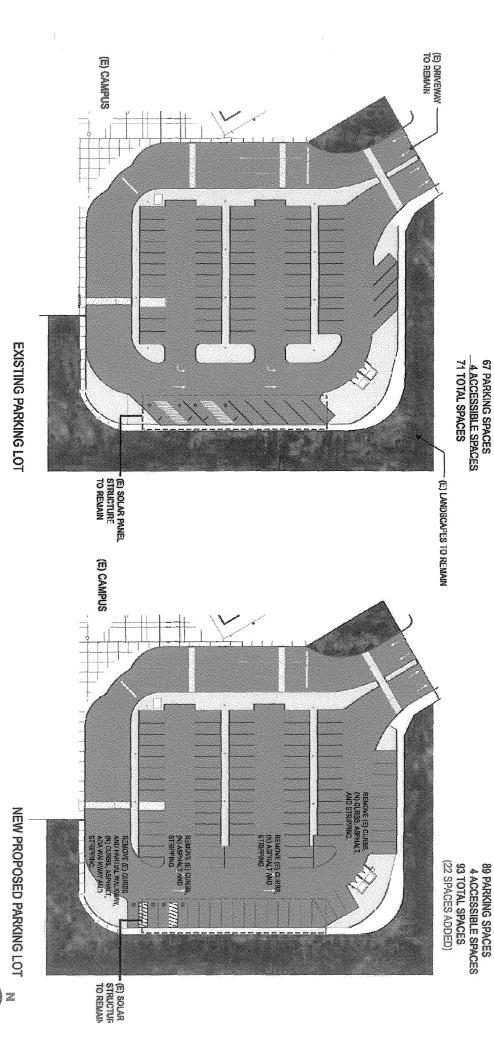


CIW OSDA OROUP OROUP

ENLARGED SITE PLAN

CIW CSDA GROUP

PARKING PLAN



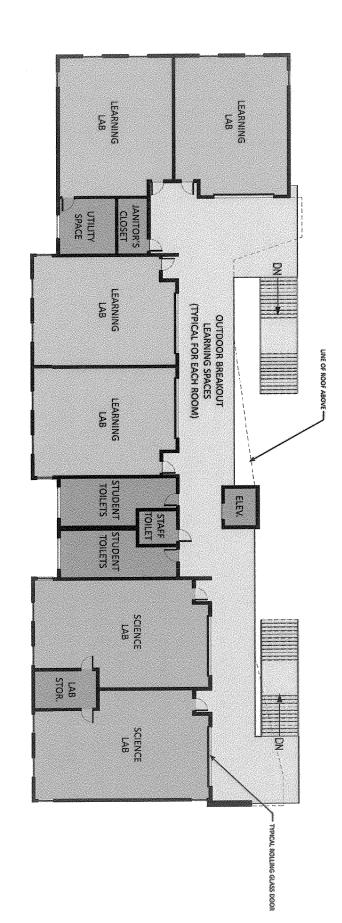
# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





CIW CSDA GROUP



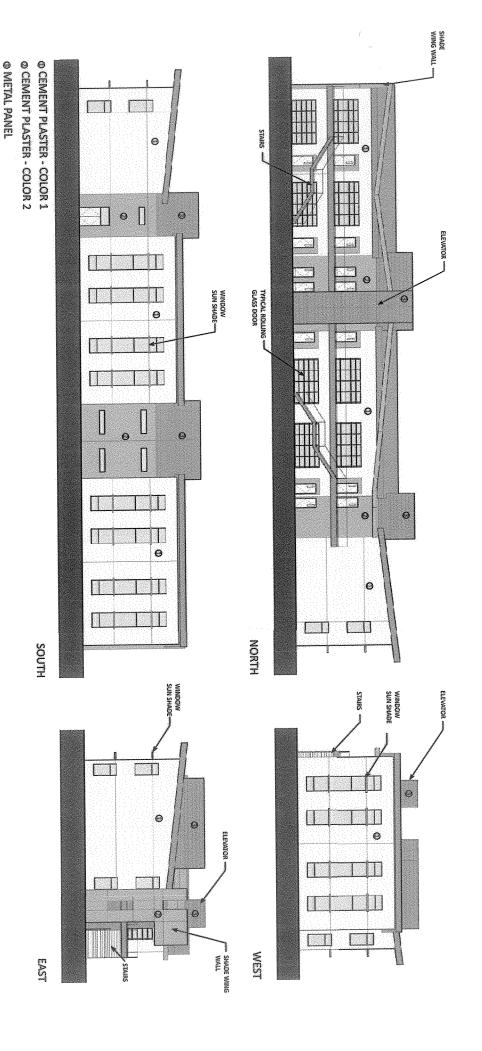






FLOOR PLAN - 2ND FLOOR

CIW CSDA GROUP



# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





EXTERIOR ELEVATIONS





CTW CSDA DESIGN



# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





CIW CSDA GROUP



San Francisco Los Angeles San Diego Milwaukee

www.csdadesigngroup.com

### OSD BOARD AGENDA ITEM

Name	of Contributor: Dr.	Jesus Vaca		Date of Meeting:	4/18/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement C Academic Enrichme Special E Support S X Personne Legal Facilities	c ent Education Services el		
D. F.	Action Items Board Policies	1st Reading			
Ratific	ation of Agreement	#17-290 – National Un	ilversity (vaca/	Bona)	
for stuinterns Interns Service Creder	udents, or state-supp ship credential progra ship Credential, Prelim es Internship Creder	nership with OSD for the corted K-12 education ims: Teacher Education inary Administrative Septial-School Counseling ogy, which meets the edentialing (CCTC).	nal service unit on Internship C ervices Internshi g, and Pupil P	and to offer the Credential, Special p Credential, Pup ersonnel Services	e following I Education il Personnel Internship
Term	of Agreement:	January 30, 2018 thr	rough June 30,	2022	
FISCA	L IMPACT:				
None					
RECO	MMENDATION:				
Superi		the Director, Certificate sources & Support Serv tional University.			
ADDIT	TONAL MATERIAL(S	S):			

Agreement #17-290, National University (6 Pages) Certificate of Insurance (3 Pages) Attached:



### INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement ("**Agreement**") is entered into effective January 30, 2018 ("**Effective Date**") by and between Oxnard School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Ventura (individually or collectively, "**District**"), Oxnard School District and National University ("**University**"), a California nonprofit, private university.

### RECITALS

- A. University is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs ("Programs"): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit "A" to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

### Based on these recitals, **District** and **University** agree as follows:

- Term. The term of this Agreement shall commence as of the Effective Date above and shall expire on June 30, 2022 or until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with District and who are in good standing with District and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with District.
- 2. Placement of Interns. University students, certified as qualified and competent by University to provide intern services to District, may, at District's discretion, be accepted and assigned to its schools for services as interns ("Interns"). University and District shall coordinate the process of selection and placement of Interns. University reserves the right to make the final determination on any Intern's acceptance into the Program, while District reserves the right to make the final determination on any Intern's employment. Neither University nor District shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 3. <u>Program Requirements</u>. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
  - a. Recommendation to a Program by a **District** designee.
  - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
  - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
  - d. Interview with a University Support Provider/Supervisor and a lead faculty member for the Program.
  - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
  - f. All service preconditions required by the CCTC shall have been met.

- 4. <u>Intern Employment Status</u>. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
- 5. <u>Reservation of Right to Payment</u>. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
- 6. <u>Non-Displacement of Certificated Employees</u>. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
- 7. <u>Intern Advisory Committee</u>. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.

### 8. <u>Teacher and Special Education Intern Support.</u>

- a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days
- b. District Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
- c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
- d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
- e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
- f. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
- g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record..
- h. **District** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
- i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8.h.).
- j. Per California Commission on Teacher Credentialing Standard 3B, The Commission required District-employed supervisors to complete an orientation to the program's expectations and be knowledgeable regarding program curriculum and assessments, including the TPEs and the CAL TPA. District employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.
- k. District sites with interns must have a fully qualified administrator.
- University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Special Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

### 9. Counseling, Psychology and Administrative Services Intern Support

a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services

- Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
- b. Clinical Practice Supervisor shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
- c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- d. Clinical Practice shall consist of between 600 hours and 1200 hours of Clinical Practice depending upon the specific program requirements.
- e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors.
- f. District and University shall independently determine the qualifications of their respective supervisors.
- g. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- h. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
- i. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
- j. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
- k. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
- 1. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
- 10. <u>Academic Responsibility</u>. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
- 11. <u>Duration of Internship</u>. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
- 12. <u>Assessment.</u> Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
- 13. Video Assessment. Per California Commission on Teacher Credentialing Standard 3B and Standard 5A, CalTPA requirements require District to permit video capture for Credentials Internship Programs. Video recording may be used as evidence for the Commission to capture and reflect TPA's, gain information on Candidate's learning, fieldwork, and classroom pedagogy to demonstrate candidate is receiving direct instructional contact time with students in a classroom. District and University agree the Commission required use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The District shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take

- place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.
- 14. <u>Control, Supervision, Evaluation of Video Recording.</u> Per California Commission on Teacher Credentialing Standard 5A; the control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion for the purposes of evaluating and documenting the ability of the Intern to complete the Commission Internship Program requirements are met across the arc of the Program.
  - The University and District agree no video recording of any District student shall be permitted to occur without the expressed written approval and authorization from the students' parent/guardian.
- 15. <u>Indemnity</u>. The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.
  - The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.
- 16. <u>Relationship of Parties</u>. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
- 17. <u>Publicity</u>. Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
- 18. <u>Records</u>. It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
- 19. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
- 20. <u>Assignment</u>. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- 21. <u>Notices</u>. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
- 22. <u>Representations</u>. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
- 23. <u>General Provisions</u>. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.
- 24. <u>Certificate of Clearance</u>. In accordance with California Education Code Section 44320(b), each credential candidate prior to assignment to District must obtain at their sole expense, a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate of Clearance from the CTC prior to beginning their assignment in the District.
- 25. <u>Tuberculosis Clearance</u>. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

This Agreement is executed by and between:

<b>University:</b>	National University	District: Oxnard School District
Contact: Isabe	el Gonzalez	
Credentials Co	ontract Coordinator	By:
9980 Carroll (	•	•
San Diego, Ca		Name: Lisa A. Franz
Telephone (85	,	
Facsimile (85)		Title: Director, Purchasing
credcontracts(	anu.edu	
		Address:
By:		1051 South A Street, Oxnard, CA 93030
Dave C. I	Lawrence ncellor, Finance	T. 1. 1
VICE CIIa.	nicenor, i mance	Telephone: 805-385-1501 x2056
		Dated:
Datade		Duteu.

# **EXHIBIT A**Internship Programs

**District** and **University** wish to partner to support the following Programs:

Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential – School of Counseling
Pupil Personnel Services Internship Credential – School of Psychology



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject s certificate does not confer rights t				uch end	dorsement(s)	•	require an en	dorsemen	t. As	statement on
PROD					CONTAC NAME:	<sup>CT</sup> Debbie Ka	arpuk				
Com	mercial Lines - (949) 225-6900				PHONE (A/C, No, Ext): 949.668.1807 FAX (A/C, No): 949.358.61				58.6189		
USI	nsurance Services National, Inc CA	Lic#:	0D08	408	E-MAIL ADDRES	al a la la facta	karpuk@usi.o	com	, (, , , , , , , , , , , , , , , , , ,		
2030	Main Street, Suite 200				, , o b , t b		URER(S) AFFOR	DING COVERAGE			NAIC#
Irvine, CA 92614-7253			INSURE	District.		nity Insurance (			18058		
INSUR	ED				INSURE	RB:					
Natio	onal University				INSURE						
1135	5 N.Torrey Pines Road				INSURE	RD:					
					INSURE	RE:					
La Jo	olla, CA 92037-1013				INSURE	RF:					
cov	ERAGES CER	TIFIC	CATE	NUMBER: 12646143				REVISION N	JMBER: S	See be	elow
INE CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLIC	REMEN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE: REDUCED BY I	OR OTHER I	DOCUMENT WI	TH RESPE	CT TO O ALL	WHICH THIS
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT		
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Х		PHPK1717167		09/29/2017	09/29/2018	EACH OCCURRE DAMAGE TO REN PREMISES (Ea or	NTED	\$	1,000,000
								MED EXP (Any or		\$	5,000
								PERSONAL & AD	VINJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGR	EGATE	\$	2,000,000
	POLICY PRO- X LOC							PRODUCTS - CO	MP/OP AGG	\$	2,000,000
	X OTHER: Sexual Molestation							Aggrega/Each Ab	ousive Condu	\$	1,000,000
	AUTOMOBILE LIABILITY							COMBINED SING (Ea accident)	LE LIMIT	\$	
	ANY AUTO							BODILY INJURY	(Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY	(Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAM (Per accident)	AGE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRE	NCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION\$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCID		\$	
- 1	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - E.	A EMPLOYEE	\$	
	f yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - P	OLICY LIMIT	\$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICI	LES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	e space is require	ed)			
	ificate Holder is included as Additional the limit of \$1,000,000	Insur	ed wi	th respect to the General I	_iability	policy. Includ	es sexual abu	use liability und	der the prin	nary G	L policy
CER	TIFICATE HOLDER				CANC	ELLATION					
Oxnard School District Risk Management 1051 South A St. Oxnard, CA 93030-7442			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
					AUTHO	RIZED REPRESEI		11			

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

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

### I. Duties in the Event of Occurrence, Claim or Suit

- The requirement in Paragraph 2.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
- The requirement in Paragraph 2.b. of SECTION IV COMMERCIAL GENERAL LIABILITY
  CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as
  practicable will not be considered breached unless the breach occurs after such claim or "suit" is
  known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

### J. Other Insurance - Primary Additional Insured

 If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance This insurance is primary. We will not seek contributions from other
  insurance available to the person or organization with whom you agree to include in SECTION
  II WHO IS AN INSURED, except when 2. below applies.
- Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
  - That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
  - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

Page 6 of 9

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

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

- c. Method of Sharing If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
  - If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.
- This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

### K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. OTHER INSURANCE, Paragraph b. Excess Insurance is replaced by the following:

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

- That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work":
- That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.; or
- When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

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

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- The total of all deductible and self-insured amounts under all that other insurance.

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

### **OSD BOARD AGENDA ITEM**

Name	of Contributor	r: Dr. Jesus Vaca	Date of Meeting: 4/18/18			
A-1. A-II. B. C.	Study Sessio Closed Sessi Preliminary Reports Hearings Consent Age	nda Agreemen Acade Enrich Specia	nment al Education ort Services nnel			
D. F.	Action Items Board Policie	es 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading			
Ratific	cation of Agree	ement #17-291 – National	University (Vaca/Bond)			
experion service regular	This agreement between Oxnard School District and National University will provide fieldwork experiences to students enrolled in various authorized credential programs for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).  Term of Agreement:  July 1, 2017 through June 30, 2022					
FISCA	L IMPACT:					
None						
RECO	MMENDATION	l:				
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #17-291 with National University.						
ADDIT	ADDITIONAL MATERIAL(S):					
	Attached:	Agreement #17-291, Nation Certificate of Insurance (3				



### NATIONAL UNIVERSITY

### STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on July 1, 2017, made by and between National University, a California non-profit public benefit corporation (the "University") and Oxnard School District a public entity (the "District"), with reference to the following facts:

### ARTICLE 1 RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.
- 1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.
- 1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

### ARTICLES 2 DEFINITIONS

- 2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential
- 2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.
- 2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

- 2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.
- 2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
- 2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.
- 2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.
- 2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.
- 2.9 Per California Commission on Teacher Credentialing Standard 3B, the Commission requires School Site-employed supervisors to complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CALTPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.
- 2.10 School Site with Student Teachers must have a fully qualified administrator.
- 2.11 Per Commission Standard 3B and Standard 5A, CalTPA Commission requirements require District to permit video capture for Credentials Student Teaching Programs. Video recording may be used as evidence for the Commission to capture and reflect TPA's, gain information on Candidate's learning, fieldwork, and classroom pedagogy to demonstrate candidate is receiving direct instructional contact time with students in a classroom. University may request Student Teachers use of video capture for candidate reflection and CALTPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.
- 2.12 University will instruct Student Teachers of state laws regarding child abuse reporting, sexual harassment, and professional conduct.

# ARTICLE 3 TERMS AND CONDITIONS

3.1 <u>Student Teaching or Practicum</u>. The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the

direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

- 3.2 <u>District Determination</u>. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.
- 3.3 <u>University Determination</u>. The University shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.
- 3.4 <u>District Reimbursement</u>. The University shall reimburse the District for the cost of Student Teaching or Practicum services rendered by the District, paying the District \$300.00 per section of Student Teaching and/or Practicum supervised. The District agrees that the issuance of the stipend to the Master Teacher or the Practicum Supervisor will not render the Master Teacher or Practicum Supervisor an employee or agent of the University.
- 3.5 <u>Invoice Procedure</u>. Within a reasonable time following the completion of any Student Teaching Assignment or Practicum Assignment, the District shall submit an invoice, in triplicate, to the University which invoice shall specify the number of Quarter Units of Student Teaching or Practicum provided by the District and the amount of reimbursement calculated at the rate provided in Article 3.4. The University shall pay the reimbursement to the District within 30 days following the date the District's invoice is received.
- 3.6 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 for each occurrence. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University should include abuse/molestation insurance coverage and provide workman's compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1 million per occurrence and \$2 million in General Aggregate Liability Insurance coverage, and Abuse and Molestation of at least \$1 Million per occurrence. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Oxnard School District as an additional insured party in conjunction with this Student Teaching and Practicum Agreement. If the UNIVERSITY changes insurance carriers, DISTRICT must be notified thirty (30) days prior to the change.

Both parties agree that all University Student Teachers are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation coverage.

Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

- 3.8 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.
- 3.9 <u>Certificate of Clearance</u>. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance. The District will require Student Teachers to conduct an additional background check fingerprint clearance and copy of test results of negative Tuberculosis.
- 3.10 <u>Tuberculosis Clearance</u>. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District. The District will require University Student Teachers to provide negative tuberculosis tests result documentation to the District.
- Video Assessment. Per California Commission on Teacher Credentialing Standard 3.11 3B and Standard 5A, CalTPA requirements require District to permit video capture for Credentials Internship Programs. Video recording may be used as evidence for the Commission to capture and reflect TPA's, gain information on Candidate's learning, fieldwork, and classroom pedagogy to demonstrate candidate is receiving direct instructional contact time with students in a classroom. District and University agree the Commission required use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The District shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.
- 3.12 Control, Supervision, Evaluation of Video Recording. Per California Commission on Teacher Credentialing Standard 5A, the control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion for the purposes of evaluating and documenting the ability of the Intern to complete the Commission Internship Program requirements are met across the arc of the Program.

The University and District agree no video recording of any District student shall be

permitted to occur without the express written approval and authorization from the students' parent/guardian.

## ARTICLE 4 GENERAL PROVISIONS

- 4.1 Term. This Agreement shall commence as of the date hereof and shall terminate on June 30, 2022 or until such time as either party gives the other party written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Copies of renewal notices during the term of this contract must be provided to the DISTRICT within Thirty (30) days to keep the contract in force. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.
- 4.2 <u>Attorney's Fees</u>. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.
- 4.3 <u>Notices</u>. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.
- 4.4 <u>Integration Clause</u>. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.
- 4.5 <u>General Provisions</u>. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.
- 4.6 <u>Mutual Indemnification</u>. University shall defend, indemnify and hold the DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the UNIVERSITY its officers, employees, or agents.

DISTRICT shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, employees, or agents.

NATIONAL UNIVERSITY, a California non-profit public benefit corporation	Oxnard School District					
By Dave C. Lawrence	BySignature					
Vice Chancellor, Finance						
Date	By <u>Lisa A. Franz</u>					
National University School of Education 11255 N. Torrey Pines Road La Jolla, CA 92037	Name Typed or Printed					
	Title <u>Director</u> , <u>Purchasing</u>					
	Date					
For contact/contract return: Isabel Gonzalez Contract Coordinator	<u>District Address/Telephone</u> :					
National University 9980 Carroll Canyon Road	1051 South A Street Street					
San Diego, CA 92131 (858) 642-8310						
credcontracts@nu.edu	Oxnard CA City State	93030 Zip				
	805-385-1501 x2056 Phone					



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject s certificate does not confer rights t				uch end	dorsement(s)	•	require an en	dorsemen	t. As	statement on
PROD					CONTAC NAME:	<sup>CT</sup> Debbie Ka	arpuk				
Com	mercial Lines - (949) 225-6900				PHONE (A/C, No, Ext): 949.668.1807 FAX (A/C, No): 949.358.61				58.6189		
USI	nsurance Services National, Inc CA	Lic#:	0D08	408	E-MAIL ADDRES	al a la la facta	karpuk@usi.d	com	, (100), 110/		
2030	Main Street, Suite 200				, , o b , t b		URER(S) AFFOR	DING COVERAGE			NAIC#
Irvine, CA 92614-7253			INSURE	District.		nity Insurance (			18058		
INSUR	ED				INSURE	RB:					
Natio	onal University				INSURE						
1135	5 N.Torrey Pines Road				INSURE	RD:					
					INSURE	RE:					
La Jo	olla, CA 92037-1013				INSURE	RF:					
cov	ERAGES CER	TIFIC	CATE	NUMBER: 12646143				REVISION N	JMBER: S	See be	elow
INE CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLIC	REMEN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE: REDUCED BY I	OR OTHER I	DOCUMENT WI	TH RESPE	CT TO O ALL	WHICH THIS
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT		
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Х		PHPK1717167		09/29/2017	09/29/2018	EACH OCCURRE DAMAGE TO REN PREMISES (Ea or	NTED	\$	1,000,000
								MED EXP (Any or		\$	5,000
								PERSONAL & AD	VINJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGR	EGATE	\$	2,000,000
	POLICY PRO- X LOC							PRODUCTS - CO	MP/OP AGG	\$	2,000,000
	X OTHER: Sexual Molestation							Aggrega/Each Ab	ousive Condu	\$	1,000,000
	AUTOMOBILE LIABILITY							COMBINED SING (Ea accident)	LE LIMIT	\$	
	ANY AUTO							BODILY INJURY	(Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY	(Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAM (Per accident)	AGE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRE	NCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION\$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCID		\$	
- 1	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - E.	A EMPLOYEE	\$	
	f yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - P	OLICY LIMIT	\$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICI	LES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	e space is require	ed)			
	ificate Holder is included as Additional the limit of \$1,000,000	Insur	ed wi	th respect to the General I	_iability	policy. Includ	es sexual abu	use liability und	der the prin	nary G	L policy
CER	TIFICATE HOLDER				CANC	ELLATION					
Oxnard School District Risk Management 1051 South A St. Oxnard, CA 93030-7442			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
					AUTHO	RIZED REPRESEI		11			

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

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

### I. Duties in the Event of Occurrence, Claim or Suit

- The requirement in Paragraph 2.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
- The requirement in Paragraph 2.b. of SECTION IV COMMERCIAL GENERAL LIABILITY
  CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as
  practicable will not be considered breached unless the breach occurs after such claim or "suit" is
  known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

### J. Other Insurance - Primary Additional Insured

 If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance This insurance is primary. We will not seek contributions from other
  insurance available to the person or organization with whom you agree to include in SECTION
  II WHO IS AN INSURED, except when 2. below applies.
- Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
  - That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
  - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

Page 6 of 9

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

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

- c. Method of Sharing If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
  - If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.
- This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

### K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. OTHER INSURANCE, Paragraph b. Excess Insurance is replaced by the following:

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

- That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work":
- That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.; or
- When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

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

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- The total of all deductible and self-insured amounts under all that other insurance.

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

### **OSD BOARD AGENDA ITEM**

Name of Contributor: R	obin Freeman	Date of Meeting: 4/18/18
Study Session: Closed Session A-1. Preliminary A-II. Reports B. Hearings C. Consent Agenda	Agreement Category: Academic Enrichment X Special Education Support Services Personnel Legal Facilities	
D. Action Items		
F. Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading	
Approval of Amendment Processes (Freeman/Su	t #1 to Agreement #17-56 – Linda gden)	mood-Bell Learning

At the Board meeting of August 2, 2017, the Board of Trustees approved Agreement #17-56 with Lindamood-Bell Learning Processes for 1:1 sensory- cognitive instruction services for the 2017-2018 school year, in the amount not to exceed \$100,000.00.

Amendment #1 in the amount of \$80,000.00 will increase the number of service hours for students receiving sensory cognitive instruction services through the remainder of the fiscal year, for a revised total contract amount of \$180,000.00.

### FISCAL IMPACT:

Not to exceed \$80,000.00 - Special Education Funds

### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #17-56 with Lindamood-Bell Learning Processes, in the amount not to exceed \$80,000.00.

### **ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1 (1 Page)

Agreement #17-56, Lindamood-Bell Learning Processes (7 Pages)

### AMENDMENT #1 TO AGREEMENT #17-56 with Lindamood- Bell Learning Processes, Cognitive Instruction Services April 18, 2018

At the Board meeting of August 2, 2017, the Board of Trustees approved Agreement #17-56 with Lindamood-Bell Learning Processes for 1:1 sensory-cognitive instruction services for the 2017-2018 school year, in the amount not to exceed \$100,000.00.

Amendment #1 in the amount of \$80,000.00 will increase the number of service hours for students receiving sensory cognitive instruction services through the remainder of the fiscal year, for a total contract amount of \$180,000.00.

### LINDAMOOD- BELL LEARNING PROCESSES

Ву:	Alison Bell, Vice President	Date:
ΟXΝ	NARD SCHOOL DISTRICT:	
Ву:	Lisa A. Franz, Director, Purchasing	Date:



### INDIVIDUAL STUDENT INSTRUCTION CONTRACT

This Individual Student Instruction Contract ("Contract") is written June 20, 2017 (the "Effective Date"), between Oxnard School District ("School District") and Lindamood-Bell Learning Processes, a California corporation ("LBLP"). School District is contracting with LBLP to provide instructional services. The Santa Barbara Learning Center operated by LBLP in Santa Barbara, California shall provide the services identified in this Contract beginning on or after July 1, 2017 and terminating on or before June 30, 2018 ("Term").

### Summary of Student Instruction

One-to-one instruction for a Contract total not to exceed \$100,000

Up to \$116 per hour (see Scope of Services)

\$40 off-site fee per hour for services provided outside of the Learning Center

### 1. NOTICES

All notices provided for by this Contract shall be in writing and may be delivered personally or via standard or electronic mail or via facsimile to the following addresses:

For Oxnard School District:	For Lindamood-Bell Learning Processes				
Amelia Sugden	Deedee Beauchamp, Manager of Contracted Instruction				
1501 South A Street, Oxnard, CA 93030	416 Higuera Street, San Luis Obispo, CA 93401				
Phone: 805-385-1501 x2175	Phone: 805-541-3836, extension 768				
Fax: 805-487-9648	Fax: 775-320-7667				
asugden@oxnardsd.org	deedee.beauchamp@lindamoodbell.com				

Lindamood-Bell Learning Processes	For questions regarding instruction, scheduling and bil Jordan Listo, Center Manager
925 De La Vina Street	Stephanie Funk, Executive Center Director
Santa Barbara, CA 93101	jordan.listo@lindamoodbell.com
Phone:805-564-1854	
stephanie.funk@lindamoodbell.com	

Unless the School District requires a signed hardcopy of this Contract prior to LBLP providing services to the Student, or the School District notifies LBLP of its preference to receive communications in paper form, it is LBLP's policy to accept and retain all records in electronic form, including signed documents transmitted via fax, email or any other electronic method.

### 2. CONTRACT RELATIONS

The services LBLP shall provide to the School District, and the rates payable by the School District for those services are identified above in the "Summary of Student Instruction" and "Scope of Services". Changes in the administrative or financial agreements of the Contract which do not alter the agreement that outlines the Student's educational instruction, services, or placement may be made at any time during the Term, as mutually agreed in writing by LBLP and the School District.

### 3. INDEPENDENT STATUS

The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

### 4. SCHEDULING AND PAYMENT

LBLP shall submit invoices to the School District on a monthly basis for rendered instruction no later than thirty (30) days from the end of the attendance accounting period in which said services were provided. The School District shall make payment in an amount equal to the number of hours rendered multiplied by the agreed upon rate indicated above in the "Summary of Student Instruction" within forty-five (45) days of receipt of invoice(s). The School District and/or parents or guardians may reschedule a session with reasonable notice. If the session is rescheduled, the School District will not be billed for the originally scheduled instruction hour(s).

LBLP shall reserve instruction time for the Student and reserves the right to suspend or terminate services if the Student has inconsistent attendance due to unexcused absences or multiple missed instruction hours without advance notice. LBLP will notify the School District and the Student's parents or guardians in regards to any attendance concerns. Scheduled days of instruction that are cancelled without at least 24 hours advance notice will be subject to a cancellation fee of \$40 per hour.

### 5. PROGRAM SUPPORT AND PROGRESS UPDATES

LBLP's instruction program includes daily instruction with clinicians, consultant support for pacing, consultant interaction with parents or guardians and authorized school staff regarding student progress, and re-evaluation that will be completed near the end of instruction to review instructional gains and evaluate support and focus.

LBLP will provide a summary of Student's progress to the Student's parents or guardians, after approximately every 1 - 2 weeks of instruction. A copy of the Student's progress will also be provided to the School District. The results of a post instruction evaluation will be provided to the School District and to the Student's parents or guardians at the end of the Student's instruction Term. The School District shall notify LBLP in writing if it chooses to waive its right to a copy of the Student's progress updates and evaluation results.

### 6. STUDENT RECORDS AND DATA

The parties acknowledge and agree that all individual student records that are generated by the School District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the School District, its employees, or students, except as required by Federal or State law or court order, or with the prior written permission of the School District.

The School District may request access to the Student's instructional records and materials. LBLP shall respond to all such written requests in a reasonable period of time [not to exceed three business days]. LBLP

shall provide copies of records in electronic form unless the School District requests printed copies. Student records include but are not limited to student work, documents, schedules, progress reports, evaluation results, attendance records, and invoices created specifically for or by the Student during the Term of this contract.

### 7. CONFIDENTIALITY AND RECORD RETENTION

Both parties acknowledge and agree to comply with all laws, rules and/or regulations, as applicable, pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Contract. This shall include, but not be limited to, the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any other Federal and/or State law or regulation. Both parties shall comply with all record retention requirements applicable under Federal or State law to the records pertaining to this Contract and in no event shall records be retained for less than five (5) years from the Effective Date of this Contract.

### 8. <u>USE OF MATERIALS</u>

The School District recognizes and agrees that LBLP's program materials (collectively, the "Program Materials") consist of copyrighted works (collectively, the "Copyrights") and reflect trademarked brands (collectively, the "Marks"). Neither the School District nor its employees or agents shall (i) do anything in connection with the Program Materials, the Copyrights or the Marks that might in any way violate copyright or trademark laws applicable to the Program Materials and their use by School District pursuant to the terms and conditions of this Contract and/or (ii) copy or distribute any portion of the Program Materials without the express prior written permission of an officer of LBLP. The School District hereby acknowledges the validity of each of the Copyrights and Marks, and neither the School District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood. Any reference to all or any portion of the Program Materials in any and all of the School District's advertising materials, websites and other related documents or materials shall be in accordance with LBLP's then-current Terms of Use, a copy of which will be provided to the School District from time to time upon request, and reflect the appropriate disclaimer in a conspicuous manner.

### 9. <u>SUSPENSION AND TERMINATION</u>

Either party may terminate this contract after the first week of instruction if it is determined that the off-site instruction is not a suitable arrangement for any or all of the parties.

LBLP reserves the right to suspend or terminate instruction, without prior notice, of any student who engages in behavior at Lindamood-Bell® facilities that is disruptive, incompatible with the learning environment or that poses a health or safety risk to other students or LBLP employees or agents. If it should become necessary to suspend a child's services, it is LBLP's aim to have the suspension be of a temporary nature. In the event of suspension of termination of services, the School District and the Student's parents or/guardians will be immediately notified in order to address the issue of concern and to work toward a resolution. Whenever possible, every effort will be made to resolve issues without suspension or termination and to allow the student to be reinstated at a mutually agreed time.

This Contract may be terminated for cause in the event of either party's failure to perform under the terms and conditions of this Contract or material breach of any of its provisions. To terminate the Contract, either party shall give seven (7) calendar days' prior written notice to the other party. Upon termination, School District shall pay, without duplication, for all services performed and expenses incurred to date of termination. Notwithstanding the foregoing, this Contract may be terminated without advance notice if both parties agree to do so in writing; *provided, however*, that the School District shall remain obligated to pay for all services performed and expenses incurred to the date of termination.

### 10. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permissible by law, LBLP shall indemnify and hold the School District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance of the Services, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of LBLP, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

To the maximum extent permissible by law, the School District shall indemnify and hold LBLP and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of (i) this Contract or its performance; and/or (ii) the need for LBLP to protect the Copyrights and/or the Marks, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of the School District, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it. The School District shall immediately notify LBLP of any known or expected violation or infringements of the Copyrights or the Marks, whether by an employee or agent of the School District, or by any third party. Further, the School District shall take no action with regard to any such infringements without prior written consent of LBLP.

Proof of insurance may be provided to the School District upon request.

### 11. CHOICE OF LAW AND VENUE

This Contract shall be deemed to have been made and executed in County of San Luis Obispo, California. The validity and interpretation of any of the terms of the Contract shall be governed by the laws of the State of California. Both parties expressly agree that venue for any dispute arising under this Contract shall be in the courts in and for the County of San Luis Obispo, California.

### 12. ARBITRATION

All disputes between LBLP and the School District shall be submitted to binding arbitration before a neutral arbitrator who is either a retired judge or an attorney with at least ten years experience. The parties understand that the results of the arbitration shall be binding upon the parties, and that they are waiving their rights to a jury trial. The selection of the arbitrator and location of any hearings before the arbitrator will be decided mutually between the parties within thirty (30) days of an election to arbitrate. If the parties cannot mutually agree on a proposed arbitrator, then the arbitration will be conducted in accordance with the provisions of the California Arbitration Act, Code of Civil Procedure 1280-1294.2. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

### 13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

### 14. ENTIRE AGREEMENT

This Agreement, including any exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

### 15. ALL AMENDMENTS IN WRITING

No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in any other business forms used by either party will supersede the terms and conditions of this Agreement.

### 16. NO ASSIGNMENT

It is expressly understood that this Contract shall not be assigned or transferred by either party without prior written notice of the other party.

Each individual executing this Contract on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Contract, and thereby bind the applicable party to all covenants, duties and obligations contained herein.

The parties have executed this Contract by and through their duly authorized representatives:

For Lindamood-Bell Learning Processes	For Oxnard School District			
By: 8917 Signature Date	By: Lin Q. Franz 8-3-17 Signature Date			
Alison Bell, Executive Vice President	<u>Lisa A. Franz, Director, Purchasing</u> Printed Name of Authorized Representative			

### **SCOPE OF SERVICES**

July 1, 2017 - June 30, 2018

Six students (listed below) will receive:

120 hours of 1:1 sensory-cognitive instruction per student @\$89\* per hour

\* Includes an approved rate discount

Students:

JR032504

BH061203

MB021107

EG021907

SH061607

LH073002



# INSTRUCTIONAL SERVICES

# for the Santa Barbara Learning Center

# **Learning Ability Evaluation - \$875**

- Nationally normed measures of reading, comprehension, and math
- Identification of strengths and weaknesses
- Consultation to review and discuss findings
- Complimentary reevaluation at the end of the instruction period
- Early Childhood Learning Ability Evaluation available for ages 4-5

### R One-to-One Services - \$116.00

- Sensory-Cognitive Instruction
  - o 1-6 hours per day, five days per week
- Academic Preparation
  - 1-4 hours per day, one or more days per week
  - ° Focus is on writing, note taking, study, and test taking skills
- Kindergarten Boost
  - ° 1-2 hours per day, two or more days a week
  - Focus is on early reading and comprehension skills
- Application to Content
  - ° 1+ hours per day one or more days a week
  - Focus is to apply sensory-cognitive skills to class work

### 

- Focus is on gaining independence with homework
- Small group instruction
- Flexible scheduling of 16+ hours per month
- Available during the academic year

# **School Year Savings**

- 5-25% discount on instruction based on number of hours scheduled
- Deposit payment of 20-80 hours required in advance
- Available during the academic year

### **OSD BOARD AGENDA ITEM**

Name	of Contributor: Janet	Penanhoat	Date of Meeting: 4/18/2018			
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Ca Academic Enrichment Special Education X Support S Personnel Legal Facilities	nt ducation Services			
D. F.	Action Items Board Policies	1st Reading	2 <sup>nd</sup> Reading			
	•	7-273 with Crown Cas es E-Rate 2018-19 (Pen	tle Fiber/Sunesys for Wide Area Network anhoat/Mitchell)			
RFP's were solicited per RFP #17-03 for Wide Area Network services pursuant to Public Contract Code 20110. Three proposals were received and opened on February 21, 2018 at 4:00PM. All bids were evaluated against criteria outlined in RFP #17-03 and the winning bidder was identified. It is requested that the Board of Trustees ratify Agreement #17-273 to Crown Castle Fiber/Sunesys as the low, responsive and responsible bidder.						
	This is a continuation of our existing arrangement for Wide Area Network Digital Transmission Services. The agreement will be for a period of 3 years, effective July 1, 2018 through June 30, 2021.					
	E-Rate will fund a portion of the cost of this agreement based on the District's annual qualifying FRMP (Free and Reduced Meal Program) which is currently at 90%.					
FISCAI	FISCAL IMPACT:					
\$183,60	\$183,600.00 per year (\$15,300.00 per month):					
RECO	MMENDATION:					
It is the recommendation of the Chief Information Officer, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #17-273 with Crown Castle Fiber/Sunesys.						

### **ADDITIONAL MATERIALS:**

Attached: Agreement #17-273, Crown Castle Fiber/Sunesys (24 Pages)

### MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("Agreement"), dated as of April 18, 2018, between Sunesys, LLC ("Company") and the customer identified below ("Licensee"), sets forth the terms and conditions under which Company, and one or more of its "Affiliates" (as defined below), may issue licenses to Licensee to use (1) Company's SunE<sup>TM</sup> switched Ethernet, SunEP<sup>TM</sup> managed private Ethernet, and SunWave<sup>TM</sup> private wavelength (collectively, "Lit Fiber"); (2) Company's SunColo<sup>TM</sup> collocation space ("Collocation"); (3) Company's SunDF<sup>TM</sup> dark fiber ("Dark Fiber"), and/or (4) Company's SunIP<sup>TM</sup> Internet access ("Internet Access"), each as more fully described in the applicable Facility Guide. Lit Fiber, Collocation, Dark Fiber and Internet Access are sometimes individually referred to below as a "Facility" and collectively as the "Facilities." The Facility Guides attached to this Agreement only apply to the extent that Licensee has entered into a License to use the Facility described in the applicable Facility Guide. To the extent that Facility Guides pertaining to certain of the Facilities offered by Company are not made a part of this Agreement as of the Effective Date, they may be added by amendment, when and if the Licensee elects to license one of those Facilities. Company and Licensee may be referred to as the "Parties" or individually as a "Party." "Affiliate" means, with respect to a Party to this Agreement or a License, any person or entity which directly or indirectly controls, is controlled by or is under common control with the referenced Party.

This Agreement consists of this cover page ("<u>Cover Page</u>"), the General Terms and Conditions attached hereto ("<u>Terms and Conditions</u>"), any written amendments executed by the Parties ("<u>Amendments</u>"), the Facility Guides attached hereto or subsequently added by way of an Amendment (each a "<u>Facility Guide</u>") and any and all licenses (each a "<u>License</u>") executed by the Parties. This Agreement is effective the date it is countersigned by Company as indicated below (the "<u>Effective Date</u>").

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

Licensee's use of Facilities is also subject to Company's Acceptable Use Policy, Company's Privacy Policy and such other policies (collectively the "<u>Policies</u>") posted at Company's website located at <a href="http://sunesys.com">http://sunesys.com</a>. Facilities may not be transferred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(v. 12-20-17)

Sunesys Internal Use: Prepared by: Leeanne Carnali Prepared on: February 27, 2018 Revised on: March 20, 2018 THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SUNESYS, LLC	OXNARD SCHOOL DISTRICT
Authorized Signature	Authorized Signature
Printed Name and Title	Janet Penanhoat, Asst. Supt., Business & Fiscal Services Printed Name and Title
Effective Date	Date

## **Applicable Attachments:**

Attachment 1: General Terms and Conditions
Attachment 2: Lit Fiber Facility Guide

Attachment 3: License Form

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C. -Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin

Fibernet Direct Florida LLC. -Florida , Georgia

Fibernet Direct Texas LLC. -Louisiana, Oklahoma, Texas Access Fiber Group, Inc. -Alabama, Missouri, Tennessee

Wilshire Connection, LLC -California

Lightower Fiber Networks II, LLC -Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland,

Massachusetts, New Hampshire, New Jersey, New York, North Carolina,

Pennsylvania, Rhode Island, Vermont, Virginia

# ATTACHMENT 1 GENERAL TERMS AND CONDITIONS

#### 1. SCOPE OF AGREEMENT.

- 1.1 <u>General</u>. In accordance with the terms and conditions of this Agreement, Company shall provide the use of certain Facilities to Licensee as specified in one or more Licenses executed and delivered by the Parties.
- 1.2 Agreement Term. The initial term of this Agreement ("Initial Term") shall begin as of the Effective Date and shall continue in effect through June 30, 2023. The terms and conditions of this Agreement shall continue to apply to each License executed and delivered hereunder, notwithstanding the earlier termination or expiration of this Agreement, until the expiration or earlier termination of the last License Term (as defined in Section 2.4 below).

## 2. LICENSE PROCESS.

- 2.1 License Contents. Licenses shall identify at a minimum: (a) the Facility(s) Licensee will use; (b) the Initial License Term (as defined in Section 2.4 below); (c) a requested target delivery date; and (d) applicable non-recurring and recurring charges (together with any other taxes, fees, costs, charges, reimbursements expenses and expressly contemplated in this Agreement, collectively, "Charges") for each Facility. Licenses shall be memorialized using the License form attached hereto or such other form approved by Company from time to time. Unless otherwise provided in a License, Company may choose the equipment or facilities constituting the Facilities and may substitute, change or rearrange any such equipment or facilities at any time or from time to time as long as the Facility quality or type of Facility is not materially impaired or changed.
- 2.2 <u>Grant of License</u>. Company grants to Licensee and Licensee accepts from Company a license to use each Facility that is the subject of a fully executed License solely on the terms and conditions of this Agreement, including each applicable License. A License shall become binding on the Parties when it is signed and delivered by both Parties. When a License becomes effective it shall be deemed part of, and shall be subject to, this

Agreement. Nothing in this Agreement shall be construed to obligate either Party to execute any Licenses.

2.3 Commencement Date. Except as otherwise agreed to in the applicable License, Charges shall begin to accrue on the "Commencement Date" as determined consistent with Section 6.1. No failure of performance or delay attributable to Licensee or Licensee's employees, agents, or contractors (collectively, "Representatives"), or any failure, incompatibility, or unavailability of Licensee's equipment, facilities, or systems not provided by Company, shall delay the Commencement Date or otherwise excuse Licensee from making payment for a Facility at such time as Company would be ready to provide the Facility, regardless of whether Licensee is ready to use the Facility. Company shall not incur liability of any kind for delays or inability to install a Facility based on acts or omissions of Licensee, its Representatives or end users.

# 2.4 License Term.

- (a) The initial term for which Licensee shall pay for and Company shall provide each Facility shall be as indicated in the applicable License ("Initial License Term"). The Initial License Term shall commence on the Commencement Date for the applicable Facility (or if more than one Facility is the subject of a License, and the License does not indicate that Facilities have separate License Terms, upon the last Commencement Date for any Facility). Following the expiration of the Initial License Term of a License, the License shall renew on the terms set forth within the License (the "Renewal License Term"). The Initial License Term, together with any Renewal License Terms, shall be referred to collectively as the "License Term."
- (b) Upon the expiration or earlier termination of the License Term, Licensee shall cease using the applicable Facility, all of Licensee's rights in the applicable Facility shall automatically terminate and revert to Company, and neither Licensee nor Company shall have any further obligations relating to that Facility except for any unpaid charges or

defaults not cured prior to the expiration or earlier termination of the applicable License Term, and other obligations that expressly survive expiration or other termination of this Agreement or the applicable License.

- 2.5 Affiliate Licenses. Company's Affiliates shall be permitted to execute Licenses hereunder. In that case such Company Affiliate executing the License shall be bound by the terms and conditions of this Agreement as if such Affiliate were a signatory hereto for each Facility described in such License and all references to "Company," "Party" or "Parties" shall be deemed to refer to such Affiliate appropriate when reasonably under circumstances. In such event, the Company Affiliate executing the License shall be solely responsible for all rights and obligations arising hereunder and thereunder and neither Sunesys, LLC nor any other Company Affiliate shall have any liability whatsoever in connection with any such Company Affiliate License(s).
- 2.6 Other Users. Nothing in this Agreement shall preclude Company or any Company Affiliate from using Company's systems or fiber network (collectively, "System") or Company's other equipment or facilities to provide Facilities to third parties (including through the license of Facilities to other licensees).

### 3. LICENSEE RESPONSIBILITIES.

- 3.1 <u>Use of Facilities by Licensee</u>. Licensee shall not, nor permit others to, use any Facility for any unlawful purpose or in any unlawful manner and all use of Facilities by and through Licensee will at all times comply with all applicable laws, regulations, Policies, and Company's written and electronic instructions for use.
- 3.2 <u>Licensee Equipment</u>. Licensee shall, at its own expense, procure and configure any Licensee equipment necessary to implement or use the Facilities, unless otherwise set forth in the applicable License. Licensee shall ensure that all such Licensee equipment complies with Company's specifications for use of Facilities, and do not interfere with or impair the System or any equipment or facilities of

Company or of other licensees. Company reserves the right, at its option and without penalty of any kind, to suspend Licensee's use of any Facilities if any Licensee equipment or facilities do not comply with the foregoing provisions.

## 3.3 Licensee Facilities.

- (a) Licensee shall furnish or arrange to have furnished to Company, at no charge to Company, such environment, space, and/or electrical power within Licensee's premises as required by Company to install, operate, maintain, repair, replace, and remove any Facility under this Agreement. If Company has reasonably incurred any costs or expenses in installing or preparing to install any Facility that it otherwise would not have incurred, Licensee shall be responsible for all associated reasonable costs and expenses. Licensee shall ensure that Company has such access to Licensee's premises as necessary for Company to perform its obligations under this Agreement.
- (b) As between Company and Licensee, the System and all equipment and facilities provided by Company shall be and remain Company's property at all times. Licensee shall not tamper with, remove or conceal identifying plates, tags, or labels on the System or any such Company equipment and facilities showing the ownership interest of Company. Licensee shall take no action that directly or indirectly impairs Company's title to, or that imposes any claim, lien, or encumbrance on, the System or Company's equipment or facilities. Company may remove Company's equipment and facilities from Licensee's premises upon expiration or earlier termination of the applicable License Term.
- (c) Licensee shall reimburse Company for any damage to Company's equipment or facilities caused by: (i) the acts or omissions of Licensee, its Representatives or end users; (ii) malfunction of any equipment or facilities not provided by Company and used by Licensee or Licensee's Representatives or end users in connection with any Facility; or (iii) fire, theft or other casualty on the premises of Licensee.
- (d) Except as the context otherwise requires, any references to Company's "facilities" or "equipment"

in this Agreement shall include, but not be limited to, any facilities, equipment, and other assets (including fiber or any other portion of the System) constituting the Facility licensed hereunder.

- (e) Licensee shall at its sole cost and expense promptly remediate any release of a Hazardous Substance resulting from Licensee's activities or operations. "Hazardous Substances" shall include any pollutant, toxic substance, element, compound, chemical, waste, or other material (including but not limited to petroleum hydrocarbons, asbestos, lead paint, and radon gas) that is regulated by any federal, state, or local statute, ordinance, order, or action, or that presents a risk to human health or the environment.
- 3.4 <u>Licensee Authorizations for Use of Facilities</u>. Licensee, at its sole cost and expense, shall obtain and maintain any and all necessary easements, licenses, permits, franchises and other approvals that may be required by any property owner or licensor, or any federal, state, local or tribal law, statue, regulation or ordinance, as the same may now or in the future be applicable to Licensee's use of the Facilities as provided in this Agreement.
- 3.5 No Unauthorized Access to Company Property. Licensee shall not, nor permit others to, rearrange, disconnect, remove, attempt to maintain, repair or otherwise touch or access any part of the System or any Company equipment or facilities, without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Any access granted by Company shall be upon the terms and conditions specified by Company including requiring that a Company employee or contractor be present at Licensee's expense. Licensee will indemnify, defend and hold the Company and its Affiliates harmless from any penalties associated with, or damages caused by, any such authorized or unauthorized access to the System, or any Company equipment or facilities.

# 4. REQUIRED RIGHTS; MAINTENANCE.

4.1 <u>Required Rights</u>. At Company's sole cost and expense, Company will use commercially

- reasonable efforts to obtain and maintain in full force and effect during the applicable License Term all authorizations, leases. applicable licenses. easements, rights-of-way, franchises, approvals, permits and other governmental and private property rights necessary for Company to lawfully construct, install, maintain and repair the Company's equipment, facilities and System that support Facilities licensed to Licensee (collectively, the "Required Rights"). Each License and associated license granted to Licensee is subject to all Required Rights terms, conditions, limitations, restrictions and reservations, and Licensee shall not engage in any activity that impairs or adversely affects any Required Rights.
- Loss of Required Rights. If Company fails to 4.2. obtain or cause to remain effective throughout the applicable License Term all Required Rights for the Facility, and such failure actually and materially interrupts Licensee's use of a Facility, either Party may terminate the affected Facility upon written notice. In the event of such termination, any Charges for that Facility shall abate from the effective date of termination and any previously paid recurring Charges attributable for any period beyond such date shall be returned to Licensee. So long as Company used commercially reasonable efforts, had Company's failure to obtain or cause to remain effective Required Rights does not constitute a breach of this Agreement or any License.
- 4.3 Maintenance. Company shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by Company, and Company shall use commercially reasonable efforts to maintain such facilities and equipment in accordance with Company's standard practices (which shall not deviate in any material respect from standard industry practices). maintenance is included in the Charges set forth in the applicable License, except to the extent that the need for the maintenance or repair was caused by the acts or omissions of Licensee or its Representatives in which case Licensee shall reimburse Company's costs and expenses incurred in performing the same.

5. REGULATORY CHANGES. The Parties agree that in the event of any decision after the Effective Date by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions of this Agreement or Company's ability to provide Facilities on the terms of this Agreement or the applicable License, Company may, by providing written notice to the Licensee, require that the affected provisions of this Agreement or the applicable License be renegotiated in good faith. If the Parties cannot reach resolution on new Agreement terms, Company may, in its sole discretion, terminate without penalty the affected Facilities, in whole or in part, upon written notice to Licensee.

## 6. PAYMENT TERMS.

# 6.1 Charges.

- (a) Recurring Charges. Except as otherwise agreed to in the applicable License, the "Acceptance Date" shall be as determined under the applicable Facility Guide. Monthly recurring Charges for a Facility are due beginning on the first day of the month following the month in which the Acceptance Date occurs, and on the first day of each subsequent month thereafter (the date that monthly recurring Charges first become due as just provided, the "Commencement Date").
- (b) Non-Recurring Charges. Non-recurring Charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) are due in full as of the Commencement Date, or as otherwise provided in the License.
- (c) <u>Certain Payment Terms</u>. Licensee agrees to pay all undisputed Charges on or before the date that is thirty (30) calendar days after receipt of invoice ("<u>Due Date</u>"). If payment is not received by Company on, or disputed in good faith by Licensee by, the next business day after the Due Date, the balance due shall be subject to an interest charge on delinquent amounts at the lower of one and one-half

- percent (1½%) per month, or the highest rate permissible at law, until paid. The amounts due to Company hereunder are due and payable without set off. Partial payment of any bill will be applied to the Licensee's outstanding Charges and accrued interest as determined by Company. No acceptance of partial payment by Company shall constitute a waiver of any rights to collect the full balance owed under this Agreement.
- 6.2 Pricing Adjustments after Initial Term. Unless a License expressly contemplates one or more Renewal License Terms and associated recurring Charges that would apply during any such renewal(s), effective at any time after the end of the Initial License Term for any Facility and from time to time thereafter, Company may modify the recurring Charges for such Facilities on thirty (30) days prior written notice to Licensee. Licensee will have thirty (30) days from receipt of such notice to cancel the applicable Facility without further liability. Should Licensee fail to cancel within this timeframe, Licensee will be deemed to have accepted the modified Facility pricing.
- 6.3 Taxes and Surcharges. Any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, state and federal universal service fund surcharges, TRS fund surcharges or other tax-related surcharges. chargeable to or against Company because of Facilities provided to Licensee, including any charges mandated or imposed on Company by regulatory agencies or others shall be charged to and payable by Licensee in addition to the Charges; provided, however, if Licensee believes it is exempt from any of the foregoing, Licensee will provide Company with an exemption certificate acceptable to Company evidencing such claimed exemption with or prior to Licensee's submission of its initial License and thereafter within thirty (30) days of the Licensee's exemption filing made with the appropriate federal or other regulatory agency. Exemption certificates will not be applied retroactively to Charges billed prior to the date the exemption certificate is received by Company and

Company will not refund any payments for taxes and other surcharges made to Company even if Licensee was eligible for an exemption from those taxes or surcharges. Licensee shall indemnify, defend and hold harmless Company against any Liabilities (as defined in Section 9 below) suffered by Company arising out of any exemption claimed by Licensee, including, without limitation, any attachments, fines or penalties.

- 6.4 <u>Third Party Services</u>. Unless otherwise set forth in a Facility Guide or a License, Licensee is solely responsible for coordination of and payment for all applications, equipment, products and services of whatever nature received by Licensee from a third party ("<u>Third Party Services</u>").
- 6.5 Extraordinary Charges. Company may invoice and Licensee shall be responsible for paying any fees, costs, charges and expenses reasonably incurred by Company beyond those normally associated with the Facilities that are the direct result of: (a) receipt of inaccurate information from Licensee; (b) reinstallation charges following any suspension of Licensee's use of a Facility for cause by Company; or (c) Licensee's request for Company's on-site assistance with respect to Licensee equipment problems or outages if Company determines that the problem or outage was not a result of Company's System, equipment or facilities.
- 6.6 <u>Disputed Bills</u>. If Licensee disputes in good faith any portion of an invoice, Licensee shall pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Licensee's claim, to Company for the disputed amount of the invoice by the Due Date. The Parties shall negotiate in good faith to resolve any billing dispute. In the event that such dispute cannot be resolved, the Parties agree to comply with the Dispute resolution procedures set forth in Section 12 below.

### 7. DEFAULT AND REMEDIES.

7.1 Event of Default. The following shall constitute

events of default ("Default") under this Agreement:

# (a) <u>By Licensee</u>.

- (i) Licensee's failure to pay any invoice or other amount due within ten (10) days after Licensee's receipt of notice that a payment is past due (provided, however, that Licensee shall only have the right to cure such late payment one (1) time in any twelve (12) month period); and
- (ii) Licensee's breach of any material term of this Agreement or a Policy (other than payment terms) where such breach remains uncured for more than thirty (30) days from the date of Licensee's receipt of notice thereof, provided, however, if such breach is not capable of cure within such thirty (30) day period, if Licensee fails to commence to cure such breach or thereafter diligently pursue completion of such cure; or
- (b) By Company. Company's breach of any material term of this Agreement where such breach remains uncured for more than thirty (30) days from the date of Company's receipt of notice thereof provided, however, if such breach is not capable of cure within such thirty (30) day period, if Company fails to commence to cure such breach or thereafter diligently pursue completion of such cure.

## 7.2 Remedies on Default.

- (a) Company's Remedies. Upon any Default by Licensee, Company may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend or terminate Licensee's use of Facilities (either completely or only with respect to any affected License) and recover reconnection fees and other costs if applicable; (ii) apply or enforce any deposit/payment assurance and/or enforce any security interest provided by Licensee; and/or (iii) pursue any other remedies available at law or in equity not limited by the express terms of this Agreement.
- (b) <u>Licensee's Remedies</u>. Upon any Default by Company, unless the Agreement stipulates a remedy

as being the sole remedy available to Licensee for the Default in question, Licensee may terminate the affected Facility without further liability to Company.

# 8. WARRANTIES; LIMITATIONS OF LIABILITY.

8.1 of THE Exclusion Warranties. WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES PROVIDED BY COMPANY WITH RESPECT TO THIS AGREEMENT AND FACILITIES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, OR IMPLIED, **EXPRESS** INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, **FITNESS** FOR Α **PARTICULAR PURPOSE** OR **FOR** Α PARTICULAR USE AND NON-INFRINGEMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY THIRD PARTY SERVICES. Without limiting the generality of the foregoing, and except as expressly otherwise stated in this Agreement, Company does not warrant that the Facilities licensed to Licensee hereunder will be uninterrupted, error-free, or free of latency or delay, that the Facilities will meet Licensee's requirements, or that the Facilities will prevent unauthorized access by third parties. All Facilities are licensed "as is" and "with all faults" unless otherwise specified in writing.

8.2 <u>Limitations of Liability</u>. Notwithstanding any contrary provision herein, Company's total aggregate liability arising out of any License, including, without limitation, any delays in installation, commencement, or restoration of Licensee's use of a Facility, accidents, omissions, outages or interruptions or errors or defects in transmission shall not exceed three months' monthly recurring Charges for the affected Facility under the applicable License from which the liability arises. Without limiting the generality of the foregoing, Company shall have no obligation to provide

alternative routing with respect to any Facility provided pursuant to this Agreement. In no event shall Company be liable in any way to any of Licensee's customers or end users.

No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY OUTAGES OR INCORRECT OR DEFECTIVE TRANSMISSIONS OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR **PUNITIVE DAMAGES** (INCLUDING, WITHOUT LIMITATION, LOSS REVENUES. PROFITS, **BUSINESS INTERRUPTIONS** OR **BUSINESS** OPPORTUNITIES OR GOODWILL) RELATING TO OR ARISING FROM LICENSEE'S USE OF FACILITIES UNDER THIS AGREEMENT, OR **OTHERWISE RELATING** TO THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, **ACTUAL** CONSTRUCTIVE. THAT SUCH DAMAGES MIGHT BE INCURRED. DAMAGES PAID BY LICENSEE TO ANY THIRD PARTY SHALL BE CONSIDERED INDIRECT DAMAGES FOR THE PURPOSES OF THIS PROVISION. THIS SECTION SHALL SURVIVE FAILURE OF ANY **EXCLUSIVE REMEDY** THE AND TERMINATION OF THIS AGREEMENT. In no event shall Company be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software or loss thereof; (ii) any act or omission of Licensee, its Representatives, end users or third parties; (iii) interoperability, interaction or interconnection of the Facilities with Third Party Services; or (iv) loss or destruction of any Licensee hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Licensee acknowledges that it has been advised to back up all data, files and software prior to the Commencement Date of each Facility and at regular intervals thereafter.

# 9. INDEMNIFICATION.

- (a) Subject to the terms, conditions and limitations of this Agreement, Company agrees to defend, hold harmless, and indemnify Licensee, its Affiliates, and their respective employees, directors, officers and agents ("Licensee Indemnitees") from and against all claims, actions, damages, and/or liabilities, together with any and all losses, fines, penalties, costs, and expenses, including, without limitation, fines and penalties imposed by governmental entities (collectively, "Liabilities") suffered by any third party and proximately caused by the negligence or willful misconduct of Company, or of Company's directors, officers, employees, contractors, or agents.
- (b) Subject to the terms, conditions and limitations of this Agreement, Licensee agrees to defend, hold harmless, and indemnify Company, its Affiliates, and their respective employees, directors, officers and agents ("Company Indemnitees") from and against all Liabilities suffered by any third party and proximately caused by the negligence or willful misconduct of Licensee, or of Licensee's directors, officers, employees, contractors, or agents.
- (c) Notwithstanding the foregoing, a Party's obligation to indemnify the other Party and the other Party's Indemnitees shall be reduced to the extent, and in the proportion, that any such Liabilities have been proximately caused by the negligence or willful misconduct of the other Party or the other Party's Indemnitees.

## 10. INSURANCE.

- 10.1 <u>General Insurance</u>. During the Term of this Agreement (including the duration of any License in effect after expiration or termination of the Term), both Parties shall, at their own expense, provide and keep in full force and effect the following liability insurance policies (purchased from and maintained with companies rated AX or better by Best's Key Rating Guide), and each Party shall name the other Party as an additional insured on the commercial general liability and automobile liability policies:
- (a) Commercial general liability insurance including coverage for (i) premises/operations, (ii) independent contractors, (iii) products/completed

- operations, (iv) personal and advertising injury, (v) contractual liability covering the indemnification obligations of this Agreement, and (vi) explosion, collapse, and underground hazards, in each case with combined single limit of at least \$5,000,000.00 each occurrence or its equivalent (which may be met by a combination of primary and excess or umbrella policies):
- (b) Worker's compensation insurance in amounts required by applicable laws and employer's liability insurance with a limit of at least \$1,000,000.00 each accident; and
- (c) Automobile liability insurance, including coverage for owned/leased, non-owned or hired automobiles with combined single limit of at least \$1,000,000.00 for each accident.
- 10.2 <u>Insurance Cancellation</u>. All such policies will contain a provision that the insurance carrier will provide at least 30 days' prior written notice of cancellation, except for non-payment of premium, to the other Party, and all such policies will be verified with an insurance certificate furnished promptly after the Effective Date. These insurance obligations will not relieve a Party of any of its obligations under this Agreement.
- Waiver of Subrogation. Except as provided in 10.3 Sections 3.3(c), 3.5 and 4.3 above, each Party waives all other recovery rights against the other Party and against the other Party's officers, directors, stockholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors, in each case for any loss arising from any cause covered or that could be covered by fire, extended coverage, "all risks," or other insurance required under this Agreement, whether existing now or in the future, irrespective of whether such insurance was required under this Agreement. Each Party will obtain, from the insurance companies providing the coverage required by this Agreement, a waiver of subrogation against the other Party consistent with this subsection.

### 11. **CONFIDENTIALITY.**

- 11.1 Pre-Existing Agreement Controls. If the Parties have executed a non-disclosure or confidentiality agreement and such agreement remains in force, the terms of that agreement shall apply. If the Parties have not executed a non-disclosure or confidentiality agreement or such agreement lapses, terminates or expires, each Party agrees to limit use and prevent disclosure of the other Party's Confidential Information (as defined in Section 11.3 below) in accordance with this section.
- Limitations on Disclosure and Use. All 11.2 Confidential Information disclosed by a Party (the "Disclosing Party") shall be kept by the receiving Party (the "Receiving Party") in strict confidence and shall not be disclosed to any third party or used for any purpose other than as expressly contemplated in this Agreement without the Disclosing Party's prior express written consent which may be withheld Disclosing Party's the discretion. Notwithstanding the foregoing, such information may be disclosed (a) to the Receiving Party's attorneys, auditors, bankers and similar advisors (collectively, "Advisors") Representatives who have a need to know for the purpose of performing under this Agreement (provided that in all cases the Receiving Party shall take appropriate measures prior to disclosure to its Advisors and Representatives to assure against unauthorized use or disclosure); or (b) as otherwise authorized by this Agreement. The Receiving Party agrees to treat the Disclosing Party's Confidential Information in the same manner as the Receiving Party treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.
- 11.3 <u>Definition</u>. "<u>Confidential Information</u>" means all information regarding the Disclosing Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the Receiving Party to be proprietary or confidential information under the circumstances. Without limiting the generality of the foregoing, Confidential Information shall include, without limitation, even if not marked, this Agreement, all Licenses, proposals, quotes, rate information,

- discount information, subscriber information, network upgrade information and schedules, and network operation information (including without limitation information about outages and planned maintenance).
- 11.4 Exceptions. Notwithstanding the foregoing, Receiving Party's confidentiality obligations hereunder shall not apply to information disclosed to it by the Disclosing Party that: (a) is already known to the Receiving Party without a pre-existing restriction as to disclosure and use; (b) is or becomes publicly available without the Disclosing Party's fault; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure and use; (d) is approved for release by the prior written authorization of a duly authorized representative of the Disclosing Party; (e) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (f) is required to be disclosed by law or regulation in which case the Receiving Party shall provide as much advance notice to the Disclosing Party, unless prohibited by law, as is practical under the circumstances to allow the Disclosing Party an opportunity to take appropriate steps to protect the Confidential Information.
- 11.5 <u>Remedies</u>. Each Party acknowledges that breach of this Section 11 would cause irreparable harm and damage to the other Party. Accordingly, each Party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 11, including, but not limited to, injunctive relief.
- 11.6 <u>Survival of Confidentiality Obligations</u>. The obligations of confidentiality and limitation of use described in this Section 11 shall survive the expiration and termination of this Agreement for a period of two (2) years (or such longer period as may be required by law in the case of trade secrets).
- 12. **DISPUTE RESOLUTION.** Except as otherwise provided herein, any dispute, controversy, or claim ("**Dispute**") arising out of or related to this Agreement shall be resolved in accordance with the procedures set forth in this Section. Upon the written request of either Party, each of the Parties shall

appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to negotiate settlement of the Dispute, and the Parties shall attempt in good faith to negotiate a resolution of the Dispute. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days, either Party may pursue other remedies available at law or equity not limited by the express terms of this Agreement.

## 13. **NOTICE.**

- 13.1 <u>Notice Addresses</u>. Unless otherwise provided in this Agreement, and except for payments which shall be sent to the address indicated on Company's invoices, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:
- (a) If to Licensee, to Licensee's address indicated on the Cover Page.
- (b) If to Company:

Sunesys, LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA 15317

Attn: General Counsel - SCN

with a copy to:

Sunesys, LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA 15317

Attn: SCN Contracts Management

13.2 <u>Notice and Delivery.</u> Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, or by commercial overnight delivery service and shall be deemed served or delivered to the addressee when received or refused at the address` for notice specified above (or such other address as a Party might indicate by way of a notice delivered consistent with this Section 13) when hand delivered, two business days after deposit in the U.S. Mail, or on the next business day after being sent by overnight delivery service.

# 14. BUILDING ENTRY RIGHTS; RELOCATION.

Building Entry Rights. The Party indicated in a License shall be responsible for obtaining, at no cost to the other, rights to allow Company to: (a) enter buildings where the termination points for the fiber portion of the System will be located, (b) bring fiber from the public right of way into those buildings, and (c) use fiber conduits and risers within any such buildings (collectively, "Building Entry **Rights**"). To the extent that it is necessary to obtain Building Entry Rights, the Parties will assist each other in obtaining the Building Entry Rights and the Party responsible for obtaining such rights will reimburse the assisting Party for any costs which the non-responsible Party reasonably incurs in doing so. Where a License indicates that Company is responsible for obtaining Building Entry Rights, if the Parties elect to execute a License before Company has secured all Building Entry Rights, then any Commencement Date commitment shall be extended as reasonably necessary to reflect any delays in obtaining Building Entry Rights.

## 14.2 Relocation.

- (a) If Company is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Required Right, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate any portion of a System that supports a Facility, Company will have the right to either proceed with such relocation, including the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Company will keep Licensee fully informed of determinations made by Company in connection with any such relocation. Company shall endeavor to provide Licensee no less than sixty (60) days' prior written notice of any relocation, and in any event, as much advance notice as is commercially feasible under the circumstances.
- (b) For Lit Fiber Facilities, Company shall pay for

the costs of any relocation required by this Section 14.2. For Dark Fiber Facilities, Company, Licensee and any other Company customers using the portion of the System being relocated pursuant to Section 14.2 shall pay their "Pro Rata Share" of the cost of such relocation that is not paid by the Relocating Authority. "Pro Rata Share" shall mean a fraction whose numerator is the total number of strands of fiber such person is using in the System portion being relocated, and whose denominator is the total number of strands of fiber included within the System portion being relocated. Notwithstanding the foregoing, if the relocation was the result of the negligent or willful acts or omissions of Licensee or Licensee's Representatives or end users, or at Licensee's request, then Licensee shall be solely responsible for the costs of relocation.

(c) Notwithstanding the foregoing, if a relocation would result in the remaining portion of the System being unable to be restored or relocated to a condition suitable for Licensee's use of the applicable Facility, as determined in Company's reasonable discretion, Company shall have the right, without penalty, to terminate the applicable License.

#### 15. SMALL CELL USE RESTRICTION.

Facilities provided to Licensee hereunder shall not be used by Licensee, directly or indirectly, to support any Small Cells. For purposes of this Agreement, "Small Cells" means one or more discrete, multifrequency, scalable small cells that transmit and receive wireless communications signals on one or more licensed bands to improve voice and data service quality, coverage, and/or capacity. Company may suspend or terminate without penalty any or all Facilities immediately and/or terminate this Agreement if Licensee fails to comply with this provision.

#### 16. MISCELLANEOUS PROVISIONS.

# 16.1 Force Majeure.

(a) Except for the submission of payment when due, neither Party shall be liable for any failure or delay of performance to the extent that such failure or delay is caused by reason of acts of God, wars,

revolution, civil commotion, acts of public enemy, embargo, restraint or hindrance by any governmental or regulatory authority including, without limitation, unfavorable actions or failures to act of or by such authorities, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts (involving third parties unrelated to the Party invoking the terms of this Section), or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a "Force Majeure Event").

- If any such Force Majeure Event occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance or non-performance, as the case may be, under this Agreement or the impacted License on a day-to-day basis during the continuance of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Force Majeure Event, and both Parties shall proceed as quickly as possible under the circumstances with the performance of their obligations under this Agreement or the impacted License whenever such causes are removed or cease.
- 16.2 <u>Relationship of the Parties</u>. Each Party, in performing their respective obligations hereunder, is acting solely as an independent contractor and not as an agent, employee, partner, or joint venturer of the other Party.
- 16.3 <u>Interpretation</u>. The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Attachment or Exhibit mean a Section, Attachment or Exhibit contained in or attached to this Agreement (or to a License), all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of

any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (a) including shall mean including, without limitation, (b) or shall mean and/or (unless indicated otherwise), and (c) discretion means within the applicable Party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.

- 16.4 <u>Insurance</u>. The provisions of Article 10 (Insurance) shall not be construed as limiting the Indemnifying Party's obligations pursuant to Article 9 (Indemnification) or other provisions of this Agreement.
- 16.5 <u>No Third-Party Rights</u>. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except as provided in Section 2.5 above and under the indemnification provisions.
- 16.6 <u>Agreement Fully Negotiated</u>. This Agreement has been fully negotiated between and jointly drafted by the Parties.
- 16.7 <u>Applicable Law</u>. The domestic laws of the Commonwealth of Pennsylvania, without reference to its choice of law principles, shall exclusively govern this Agreement and any and all Licenses, and they shall be construed in accordance with that law. Any suit brought by either Party against the other Party for claims arising out of this Agreement shall

be brought exclusively in the federal or state courts of or closest to Allegheny County, Pennsylvania. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

16.8 <u>Severability</u>. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (a) this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

# 16.9 Assignment; Sublicensees.

- (a) Neither Party will assign or otherwise transfer this Agreement or any Licenses, or any of such Party's rights, obligations or liabilities under this Agreement or any Licenses, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. However, either Party may assign this Agreement or any License, and/or any of such Party's rights, obligations, or liabilities under this Agreement or any License, to an Affiliate or to an entity that succeeds to all or substantially all of such Party's business, equity, or assets, by sale or merger (a "Successor"), without the consent of, but on notice to, the other Party. Subject to the foregoing, the provisions of this Agreement and each License will inure to the benefit of, and be binding upon, the Parties' permitted successors and assigns. Any other attempt by either Party to assign or otherwise transfer this Agreement or any License or any rights, obligations, or liabilities under this Agreement or any License will be void. Notwithstanding the foregoing, Company shall have the right to freely delegate or subcontract its obligations and liabilities under this Agreement or any License, either in whole or in part, without notice, to any of its Affiliates.
- (b) Licensee agrees to defend, hold harmless, and indemnify the Company and the Company's Indemnitees from and against all Liabilities suffered by any of them proximately caused by the acts or omissions of Licensee's direct or indirect customers, sublicensees, sublessees or other transferees.

- 16.10 <u>Integration</u>. This Agreement constitutes the entire and final agreement and understanding between the Parties and supersedes all prior and contemporaneous agreements relating to its subject matter.
- 16.11 Amendment and Waivers. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties. The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect. A Party's obligations under this Agreement may only be waived in a writing signed by a duly authorized representative of the waiving Party.
- 16.12 <u>Counterparts</u>. This Agreement and Licenses may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 16.13 No Intellectual Property Licenses Granted. No license, under patents or otherwise, is granted by Company to Licensee or shall be implied or arise by estoppel in Licensee's favor with respect to any circuit, apparatus, system or method used by Company in connection with any Facility provided under this Agreement except as reasonably necessary for Licensee to use the Facilities as contemplated in this Agreement under then current Licenses.
- 16.14 <u>Publicity</u>. Neither Party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other Party or its Affiliates in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other Party's prior review and written consent, not to be unreasonably withheld.
- 16.15 <u>No Alteration</u>. No Facility Guide or License shall alter or amend the Parties' obligations under Sections 8, 9, or 10 of this Agreement and any provisions inconsistent with the foregoing shall to that extent be void.

16.16 <u>Survival</u>. The provisions of this Agreement which expressly or by their nature should survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## 16.17 REIT Status.

- (a) Licensee acknowledges that: (i) Company is directly or indirectly owned in whole or in part by an entity ("**REIT Owner**") that qualifies or intends to qualify as a "real estate investment trust" ("**REIT**") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "**Code**"); and (ii) Company and REIT Owner are therefore subject to operating and other restrictions under the Code.
- (b) The Parties intend that this Agreement shall constitute a lease of the Facilities for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

## 16.18 Document Hierarchy.

In the event of any conflict or inconsistency among the various documents that make up this Agreement, document precedence will be as follows (from most controlling to least controlling):

- (a) Licenses;
- (b) Amendments;
- (c) the Cover Page;
- (d) the Terms and Conditions; and
- (e) the applicable Facility Guide.

[the remainder of this page intentionally left blank]

# ATTACHMENT 2 LIT FIBER FACILITY GUIDE

This Lit Fiber Facility Guide is an attachment to the Agreement and is subject to and is an integral part of the Agreement. Capitalized terms set forth in this Lit Fiber Facility Guide shall have the same meaning as set forth in the Agreement unless otherwise stated herein.

1. Acceptance Date. Upon completion of construction or installation of a route, Company shall notify Licensee that the Lit Fiber has been provisioned and is available for Licensee's use (the "Lit Fiber Completion Notice"). If Licensee fails to notify Company of its acceptance or rejection of the Lit Fiber Completion Notice within ten (10) business days after Licensee's receipt of the Lit Fiber Completion Notice, Licensee shall be deemed to have accepted the Lit Fiber. However, if, during the ten day period following receipt of the Lit Fiber Completion Notice, Licensee notifies Company of a material deviation from Telcordia GR-2918 and GR-253, where GR-2918 defines the transport mechanism of the DWDM system delivering the wavelength, and GR-253 defines the payload to be carried by the DWDM system and/or ITU-T Standard G.709, Company shall repair the affected portion of the route to such specification and Company shall provide Licensee another Lit Fiber Completion Notice. The foregoing process shall continue in good faith until Licensee accepts or is deemed to have accepted the Lit Fiber. The date of Licensee's acceptance or deemed acceptance of the Lit Fiber shall be the "Acceptance Date."

## 2. Third Party Services Requested by Licensee.

- (a) Licensee is solely responsible for coordination of all Third Party Services. In such event, Company agrees to promptly provide Licensee with an appropriate letter of agency ("LOA") upon request. Licensee shall provide Company with all information reasonably deemed necessary by Company to enable Company to make the necessary cross-connection between the Third Party Service and Company's Lit Fiber or any telecommunications equipment or facilities of Licensee (or of its end users), including, without limitation, circuit facility assignment information and the design layout records ("DLR(s)"). Without limiting the foregoing, Licensee will provide Company with a DLR no later than five (5) business days prior to Company's scheduled acceptance test date.
- **(b)** If any Licensee-ordered Third Party Service is not ready as of the Commencement Date, Licensee shall nonetheless be obligated to pay applicable Charges for Lit Fiber as of the Commencement Date.
- **3.** <u>No Route Diversity or Path Protection</u>. Unless otherwise expressly provided in a License, the Lit Fiber is neither route diverse nor path protected.

## 4. Availability Target and Credits.

(a) <u>Availability Target</u>. The availability target for Lit Fiber is 99.99% when provisioned as protected and 99.5% when provisioned as unprotected. Lit Fiber is considered unavailable if a port is unable to send or receive traffic. An unavailability event becomes a "<u>Lit Fiber Outage</u>" when Licensee opens a trouble ticket with Company's NOC or when Company is notified or becomes aware of the unavailability of the Lit Fiber, whichever first occurs. A Lit Fiber Outage ends when the affected Lit Fiber has been made available and passed all required testing. Lit Fiber Outage notifications must be initiated by contacting Company's NOC by telephone at 1-800-286-6664.

(b) <u>Outage Credits</u>. Except as provided in this Subsection and in Section 5 below, Licensee shall be entitled to Lit Fiber Outage credits ("<u>Lit Fiber Outage Credits</u>") based on the cumulative length of the Lit Fiber Outage in a given calendar month as set forth in the tables below, provided Licensee submits a written request to claim a credit allowance within thirty (30) days after the incident:

# (i) For Protected Lit Fiber:

Cumulative Length of Lit	Lit Fiber Outage
Fiber Outage	Credit
(in hrs:mins:secs)	(as a % of the monthly
	recurring Charge for
	the affected Lit Fiber)
00:00:01-00:04:22	No Credit
00:04:23 - 00:45:00	5%
00:45:01-04:00:00	10%
04:00:01-08:00:00	20%
08:00:01 -12:00:00	30%
12:00:01 -24:00:00	40%
24:00:01 or greater	50%

# (ii) For Unprotected Lit Fiber:

Cumulative Length of Lit	Lit Fiber Outage
Fiber Outage	Credit
(in hrs:mins:secs)	(as a % of the monthly
	recurring Charge for
	the affected Lit Fiber)
00:00:01 - 03:40:00	No Credit
03:40:01 - 08:00:00	5%
08:00:01-12:00:00	10%
12:00:01 – 16:00:00	20%
16:00:01 -24:00:00	30%
24:00:01 -36:00:00	40%
36:00:01 or greater	50%

- (iii) Lit Fiber Outage Credits shall be calculated by multiplying the applicable percentage by the monthly recurring Charge applicable to the particular Lit Fiber circuit(s) experiencing the Lit Fiber Outage. In the event that the monthly recurring Charge is not broken down to the circuit level, Company shall determine in good faith and on a pro rata basis the portion of the monthly recurring Charge that is applicable to the Lit Fiber circuit experiencing the Lit Fiber Outage.
- (iv) Notwithstanding the foregoing or anything to the contrary in this Attachment or the Agreement, where a License indicates that the Lit Fiber is protected and consists of dual paths connecting the same beginning (A-LOC) and end (Z-LOC) points, no Lit Fiber Outage shall be deemed to have occurred and no Lit Fiber Outage Credits shall apply unless both paths are simultaneously unavailable.

## 5. Limitations

- (a) Events Excluded from Credit. No Lit Fiber Outage shall be deemed to occur and no Lit Fiber Outage Credits will be available to Licensee for any Lit Fiber Outage arising from or caused by any of the following events: (i) any acts or omissions of any entity other than Company, including, but not limited to, Licensee, Licensee's Representatives, end users, landlords, Third Party Service providers, or any municipalities, public utilities, power companies, incumbent local exchange carriers, cable companies or similar entities that own or control any infrastructure upon or within which any portion of the System is or would be installed; (ii) Licensee's noncompliance with this Agreement, the applicable License or any Policy; (iii) any routine maintenance; (iv) failure of any service, infrastructure or equipment provided by others (including, without limitation, any non-Company equipment or facilities used in connection with the affected Facility); (v) any period in which Company is not given full access to the System (or any portion thereof) or any of its equipment or facilities for the purpose of investigating and correcting an outage; (vi) any period in which Licensee continues to use the Facility on an impaired basis or releases the underlying Company System, equipment or facilities to Company for maintenance or installation purposes; (vii) outages that are not reported to the Company within thirty (30) days of the date the outage commenced; (viii) any Force Majeure Event(s); and (ix) during any suspension of Licensee's use of a Facility as expressly provided in the Agreement.
- (b) <u>Cap and Exclusivity of Remedies</u>. Notwithstanding the foregoing, the maximum credit allowance for all Lit Fiber Outages during any calendar month shall not exceed applicable monthly recurring Charges due Company from Licensee for the Lit Fiber circuit experiencing the Lit Fiber Outage during such calendar month. THE OUTAGE CREDITS REMEDY PROVIDED TO LICENSEE SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO LICENSEE FOR LIT FIBER OUTAGES AND IS IN LIEU OF ALL OTHER REMEDIES FOR LIT FIBER OUTAGES, REGARDLESS OF WHETHER SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

[the remainder of this page intentionally left blank]

Project ID# 48903247	
Contract ID#	

# OXNARD SCHOOL DISTRICT LIT FIBER LICENSE FORM

## **LICENSE No. 2018-01:**

This License is entered into by and between Sunesys, LLC (the "<u>Company</u>") and Oxnard School District (the "<u>Licensee</u>") pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated April 18, 2018 (the "<u>Agreement</u>"), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.

1.	Facilities. applicable	Company boxes):	hereby gr	ants Lic	censee a	license	to use	the	following	Facilities	(check
		Lit Fiber									
		SunETM SunEPM SunWA	ТМ								

**2.** <u>Description of Lit Fiber Facilities</u>. 1000Mbps SunEP Ethernet connections between the Hub location listed below and each of the remote site locations listed on Exhibit A:

A-LOC	Z-LOC
Site Name: District Office	Site Name: See Exhibit A
Street Address: 1051 South A St	Street Address:
Suite/Floor:	Suite/Floor:
City/St/Zip: Oxnard, CA 93030	City/St/Zip:
Hand-Off Type: 1000Base-T	Hand-Off Type:
Notes: Demarc. is at existing Sunesys network hardware.	Notes:
Building Entry Rights:	Building Entry Rights:
For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable):  Licensee  Company  Not applicable	For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable):  Licensee  Company  Not applicable

	(a) Bandwidth Commitment:				
The committed bandwidth is 1000Mbps.					
	(b) Protected/Ununprotected]:	protected [check applicable l	poxes; if no box	xes are checked, Facility is	
	⊠ Lit Fiber:	<ul><li>✓ Unprotected</li><li>✓ Protected</li></ul>			
3.	<b>Demarcation Pol</b>	int. The "Demarcation Points'	'shall be as fol	lows:	
	(a) A-LOC:	Fiber Distribution Panel	Other	Sunesys network hardware	
	<b>(b)</b> Z-LOC:	Fiber Distribution Panel	Other	Sunesys network hardware	
		Point delineates where respondintenance obligations begin	•	e Parties' respective networks,	
4.	Expected interstat			es with A/Z in the same state).  or less of the total traffic carried	
		o, Company will collect application-transport/interstate/internation		ges)	
5.	Charges.				
	(a) Non-recurring	ng Charge (NRC).	N/A		
	(b) Monthly Rec	urring Charge (MRC).	Fifteen thousa (\$15,300.00)	and three hundred dollars	
		ning. Licensee shall begin pa will invoice Licensee according		as of the Commencement Date	
	(d) Commencem July 1, 2018.	ent Date. The Commencem	ent Date for pu	urposes of this License shall be	

(e) <u>Pass-Throughs</u>. If and to the extent any tariffs, fees or other amounts charged to Company in connection with fulfilling this License are increased, Company reserves the right to pass such increases through to Licensee. Company will notify Licensee of any such increases

and the same shall be added to Licensee's invoices as of the date such increases are effective.

# 6. <u>License Term</u>.

- (a) <u>Initial License Term</u>. Thirty-six (36) months from the Commencement Date; to wit, July 1, 2018 through June 30, 2021.
- (b) Renewal License Term. Upon the expiration of the Initial License Term, this License shall automatically renew for two (2) additional periods of twelve (12) months (each a "Renewal License Term") unless written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility consistent with Section 2.4 of the Agreement. In no event shall automatic renewals result in the extension of this License beyond June 30, 2023.

# 7. Additional Terms.

- 7.1 Effective on the Commencement Date, this License 2018-01 is intended to amend, supersede and replace the following agreements between Company and Licensee:
- -Wide Area Network License Agreement, dated as of February 6, 2007
- -Addendum No. 2013-01 to Wide Area Network License Agreement, dated as of March 7, 2013
- 7.2 The Lit Fiber Facilities described in this License have already been deployed by Company and are in-service to Licensee, accordingly there is no need for acceptance testing of the circuits and the Commencement Date shall be as defined in Section 5(d) above, and not in reference to an "Acceptance Date" as provided in the Agreement, in regards to newly deployed Facilities.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Prepared on: March 1, 2018 Revised on March 20, 2018

- **Miscellaneous**. This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.
- **Authorized Signatures.** Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the "<u>License Effective Date</u>").

SUNESYS, LLC	OXNARD SCHOOL DISTRICT
Authorized Signature	Authorized Signature
Printed Name	<u>Janet Penanhoat</u> Printed Name
Printed Title	Asst. Supt., Business & Fiscal Services Printed Title
License Effective Date	Date

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C. Fibernet Direct Florida LLC. Fibernet Direct Texas LLC. Access Fiber Group, Inc. Wilshire Connection, LLC Lightower Fiber Networks II, LLC -Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin

-Florida , Georgia

-Louisiana, Oklahoma, Texas -Alabama, Missouri, Tennessee

-California

-Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

# **EXHIBIT A Remote Site List**

1000Mbps SunEP connection between the Hub location and each of the remote site locations listed below

# HUB District Office 1051 South A St. Oxnard, CA 93030

# **Remote Site Locations**

B-LOC	C-LOC
Site Name: Brekke Elementary	Site Name: Cesar E Chavez Elementary
Street Address: 1400 Martin Luther King Dr	Street Address: 301 North Marquita St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93030
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing
Sunesys network hardware.	Sunesys network hardware.

D-LOC	E-LOC
Site Name: Bernice Curren Elementary	Site Name: Driffill Elementary
Street Address: 1101 North F St	Street Address: 910 South East St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93030
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing
Sunesys network hardware.	Sunesys network hardware.

F-LOC	G-LOC
Site Name: Frank Intermediate	Site Name: Elm St Elementary
Street Address: 701 N Juanita Ave	Street Address: 450 East Elm St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93033
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing
Sunesys network hardware.	Sunesys network hardware.

H-LOC	I-LOC
Site Name: John Charles Fremont Intermediate	Site Name: Norma Harrington Elementary
Street Address: 1130 North M St	Street Address: 451 East Olive St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93033
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing
Sunesys network hardware.	Sunesys network hardware.

J-LOC	K-LOC
Site Name: Haydock Intermediate	Site Name: Kamala Elementary
Street Address: 647 West Hill St	Street Address: 634 West Kamala St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93033	City/State/Zip: Oxnard, CA 93033
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing
Sunesys network hardware.	Sunesys network hardware.

L-LOC	M-LOC
Site Name: Lemonwood Elementary	Site Name: Marina West Elementary
Street Address: 2200 Carnegie St	Street Address: 2501 Carob St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93033	City/State/Zip: Oxnard, CA 93035
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing
Sunesys network hardware.	Sunesys network hardware.

N-LOC	O-LOC	
Site Name: Thurgood Marshall Elementary	Site Name: Christa McAuliffe Elementary	
Street Address: 2900 Thurgood Marshall Dr	Street Address: 3300 West Via Marina Ave	
Suite/Floor:	Suite/Floor:	
City/State/Zip: Oxnard, CA 93036	City/State/Zip: Oxnard, CA 93035	
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	

P-LOC	Q-LOC	
Site Name: Dennis McKinna Elementary	Site Name: Ramona Elementary	
Street Address: 1611 South J St	Street Address: 804 Cooper Road	
Suite/Floor:	Suite/Floor:	
City/State/Zip: Oxnard, CA 93033	City/State/Zip: Oxnard, CA 93030	
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing	
Sunesys network hardware.	Sunesys network hardware.	

R-LOC	S-LOC	
Site Name: Emillie Ritchen Elementary	Site Name: Rose Avenue Elementary	
Street Address: 2200 Cabrillo Way	Street Address: 220 S. Driskill	
Suite/Floor:	Suite/Floor:	
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93030	
Hand-Off Type: 1000Base-T. Demarc is at existing	Hand-Off Type: 1000Base-T. Demarc is at existing	
Sunesys network hardware.	Sunesys network hardware.	

T-LOC		
Site Name: Sierra Linda Elementary		
Street Address: 2201 Jasmine Ave		
Suite/Floor:		
City/State/Zip: Oxnard, CA 93036		
Hand-Off Type: 1000Base-T. Demarc is at existing		
Sunesys network hardware.		

## **OSD BOARD AGENDA ITEM**

Name	of Contributor: Jan	et Penanhoat	Date of Meeting: 4/18/18	
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment Special Education X Support Services Personnel Legal Facilities		
D. F.	Action Items Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Read	ing	
Ratification of Agreement 17-274 with Frontier Communications per RFP #17-03, Internet Access Services/Internet Service Provider E-Rate 2018-19 (Penanhoat/Mitchell)				
pursua Februa	ant to Public Contract ary 21, 2018 at 4:00P	FP #17-03 for Internet Access Serviced 20110. Three proposals we M. All bids were evaluated against identified. It is requested that the	ere received and opened on	

and the winning bidder was identified. It is requested that the Board of Trustees ratify Agreement #17-274 to Frontier Communications as the low, responsive and responsible bidder.

The contract will be for a period of 5 years, effective July 1, 2018 through June 30, 2023. E-Rate will fund a portion of the cost of this agreement based on the District's annual qualifying FRMP (Free and Reduced Meal Program) which is currently at 90%.

#### **FISCAL IMPACT:**

\$23,051.40 per year: **\$20,746.26 –** *E-Rate* 

\$ 2.305.14 - General Fund

## **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer, that the Board of Trustees ratify Agreement #17-274 to Frontier Communications, per RFP #17-03 for Internet Access Services/Internet Service Provider.

## **ADDITIONAL MATERIALS:**

Agreement #17-274, Frontier Communications (3 Pages) Attached:



## OSD AGREEMENT #17-274

#### FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of 07/01/2018 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and OXNARD SCHOOL DISTRICT, whose primary address is 1051 South A Street, OXNARD, California, 93030 ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <a href="http://www.Frontier.com/FSA">http://www.Frontier.com/FSA</a> as an integral part of the agreement (collectively, the "FSA").

#### **Provision of Services and Equipment**

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

#### Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

#### **Payment**

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

## **Cancellation and Early Termination Charges**

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

#### **Dispute Resolution**

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

#### **Authorization and Entire Agreement**

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <a href="http://www.Frontier.com/FSA">http://www.Frontier.com/FSA</a>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.		OXNARD SCHOOL DISTRICT		
Frontier's Signature:		Customer's Signature:		
Printed Name:		Printed Name: Janet Pe	enanhoat	
Title:		Title: Asst. Supt., Business & Fiscal Services		
Date:		Date:		
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice:	OXNARD SCHOOL DISTRICT 1051 South A Street OXNARD, California, 93030 Attn: Lisa Franz	





Frontier Confidential

This is Schedule Number S-0000180041 to the Frontier Services Agreement dated 07/01/2018 ("FSA") by and between OXNARD SCHOOL DISTRICT ("Customer") and Frontier Communications of America Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide Services and Equipment identified in the Schedule below.

Primary Service Location:1051 South A Street, Oxnard, California, 93030Schedule Date:07/01/2018Schedule Type/Purpose:Order for new ServicesService Term:60

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$ 0.00	\$ 1920.95
Managed Router (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$ 0.00	\$ 0.00
Special Construction	\$	\$
Total:	\$ 0.00	\$ 1920.95

Service	Service Address, and NPA NXX:	drose and BIDA BIVV.		Charges	
Location	Service Address, and NPA NAX:	30	ervice	NRC	MRC
Α	1051 South A Strret, Oxnard , CA, 93030,	Access CIR (Mbps) Managed Router	30000 Mbps Select	\$ <b>0.00</b> \$	\$ <b>1920.9</b> 5
В	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$
С	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$
F	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
Н	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
T.	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
М	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps Select	\$ \$	\$ \$
		Wallabea Haarel	Subtotal:	\$ 0.00	\$ 1920

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): A	/29 - \$0 NF	RC, \$0 MRC
Service Location (from Table 1): select	no	ne
Service Location (from Table 1): select	no	ne
Service Location (from Table 1): select	no	ne
Subtotal:	\$ 0.00	\$ 0.00

#### 1. Service Description.

<u>Ethernet Internet Access</u> is a data service comprised of a User Network Interface (UNI) and an Ethernet Virtual Connection (EVC) to the Internet which provides traffic separation, privacy, and security.

<u>Managed Router Service Description</u>. Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP

Ver. 20160802 Page 1 of 2



#### **ETHERNET INTERNET ACCESS (EIA) SCHEDULE**

Frontier Confidential

trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier's sole discretion. If the source of the problem is not the Router, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding

Frontier Communications of America, Inc.

("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

- Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.
- Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial\_aup/. Customer responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Signature:	Signature:	
Printed Name:	Printed Name:	Janet Penanhoat

**OXNARD SCHOOL DISTRICT** 

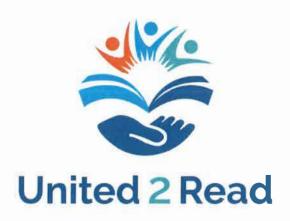
Signature:	Signature:	
Printed Name:	Printed Name:	Janet Penanhoat
Title:	Title:	Asst. Supt., Business & Fiscal Services
Date:	Date:	

Ver. 20160802 Page 2 of 2

# OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman		ı Freeman	Date of Meeting: 4/18/18	
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	-	Agreement Category: Academic Enrichment Special Education X Support Services Personnel Legal Facilities	
D. F.	Action Items Board Policies 1 <sup>st</sup> R	eading	2 <sup>nd</sup> Reading	
Ratifica	ation of Agreement/N	IOU #17-289	9 – Digital Promise/United2 Read (Freeman/Batista)	
by the U Promise students	J.S. Department of Ed e, University of Irvine a s' reading outcomes a	ucation work and MDRC (a nd close ach	e enough to be asked to participate in a research study funded king with the United 2 Read team - Learning Ovations, Digital a third party evaluator). The project's mission is to improve nievement gaps for high-need students using Learning Ovations' ther coaching, and community involvement support.	
Four of our Traditional English Instruction schools, Marina West, Marshall, Rose Avenue and Sierra Linda, will work with the United 2 Read team in a three year study beginning with K-1 in 2018-19 and moving up to Grade 3 by 2020-21. Staff will receive training in the use of the A2i software to inform instruction and create targeted small group reading instruction focused on the specific needs of students as identified by the software. A team from Learning Ovations will conduct a combination of in-person and virtual teacher support throughout the year to coach teachers in the use of the technology, the interpretation of the data, and how to use our current existing materials and practices to deliver personalized instruction so that every student is successfully reading by the end of 3 <sup>rd</sup> grade.				
The schools participating in the study will be subsidized 100% by the grant, and OSD will expand the support to the other Traditional English Schools so that they may participate in the same work at a 50% subsidized cost of \$20,000.00 per school.				
Term of Agreement: August 2018 through June 2021 (Note: MOU had to be signed by March 31, 2018 in order to participate in the study)				
FISCAL IMPACT:				
None				
RECOM	MENDATION:			
Educati			English Learner Services, and the Assistant Superintendent, rustees ratify Agreement/MOU #17-289 with Digital	
ADDITI	ONAL MATERIAL(S)	:		

Attached: Agreement #17-289, Digital Promise/United2Read (12 Pages)



# Memorandum of Understanding

Between
Digital Promise
And
Oxnard School District

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Oxnard School District , "The District" and Digital Promise, on behalf of the United2Read partnership, collectively, the "Parties" to implement the United2Read Project ("The Project") at the schools listed in attachment A.

# 1. Background

a. Learning Ovations, Digital Promise, University of California at Irvine, and MDRC (the "United2Read Leadership Team") have partnered to bring the A2i Professional Support System to teachers and schools nationwide while maintaining the research-based outcomes of having 90+ Percent of Students Reading at Grade Level by the end of Third Grade. The Project's mission is to improve students' reading outcomes and close achievement gaps for high-need students using Learning Ovations' ESSA Strong Evidence A2i software, teacher coaching and community involvement support. Over the past 13 years, A2i was developed, evaluated, and scaled with a progression of awards from The Institute of Education Sciences (IES), as well as the National Institutes of Health/National Institute of Child Health and Human Development (NIH/NICHD). The United2Read project is supported by a five-year U.S. Department of Education EIR Grant.

Key research questions of the grant involve various means to reduce per student cost, demonstrate reduced overall district literacy costs and to test ways to improve District, School, and Teacher capacity. To that end, schools will be requested to track cost savings / cost reduction information for case studies that can be used for future communications efforts. A key goal of this grant, awarded to the United2Read partnership, is to facilitate the expansion of the proven A2i Professional Support System nationwide. The goal is expansion and these data points together with schools' testimonial support are key to enabling that expansion.

- **b.** Project Implementation, including technology and professional development, will be provided by Learning Ovations. It will proceed with K-1 rollout in year one (2018-19), then, K-2 (2019-20) and finally K-3 (2020-21). For schools in category 1, described in the next paragraph, there will be a fully subsidized K-1 deployment in 2021-22 consistent with the description in category 2.
- c. Research Study. As part of this project, the United2Read Leadership Team is conducting a careful study of the effectiveness of three different categories of support in producing strong implementation of the A2i Professional Support System and attendant improvements in student literacy achievement. The United2Read Leadership Team will identify 75 elementary schools to participate in the study. The analysis will compare implementation and student outcomes across three school years for three different categories of A2i support: 1) use of A2i assessments only, 2) use of the A2i assessments, the A2i Professional Support System, and initial in-person training with a hybrid of ongoing in-person and online teacher coaching and administrator support; and 3) use of the A2I assessments and the A2i Professional Support System with initial and ongoing in-person teacher coaching and administrative support.

To give all schools in the evaluation an equal chance for the different categories of A2i support and allow us to conduct a rigorous analysis of the difference in experience across the three groups of schools, schools selected for the study will be assigned to one of these categories through a lottery conducted by MDRC, a member of the United2Read Leadership Team. In SY 18-19, the three categories of the program will be implemented in kindergarten and first grade, in SY 19-20 it will be expanded to include second grade, and in SY20-21 third grade will come into the program.

Implementation of the A2i program will be documented largely by using data collected as part of the use of the technology plus teacher surveys and interviews with a sample of staff. Student outcomes will be measured

through a group-administered reading test fielded in the spring of 2019 and assessment data collected through the A2i program and state reading tests. Interviews, focus groups, and classroom observations will also be conducted at select schools who volunteer to participate as case study sites.

# 2. Responsibilities of the Parties

This MOU provides an outline of how the United2Read Leadership Team will work together to implement the Project. The major responsibilities and expectations for the United2Read Leadership Team, and for participating school districts and schools, are listed below.

The United2Read Leadership Team will:

- Collaborate with The District and participating schools to compile a Literacy Scan which will give each participating site an individualized plan to achieve significant literacy improvement.
- Provide, depending on which of the categories outlined in paragraph 1(c) above a particular site is assigned, some combination of A2i Professional Support System, materials, A2i assessments, professional development, on-site and online teacher coaching delivered by Learning Ovations
- Select schools for the evaluation in collaboration with The District.
- Conduct the lottery to assign schools to one of the three categories of A2i support.
- Conduct the evaluation of the scale-up by collecting the needed data on implementation and student outcomes, analyzing the data, and producing research reports and a final restricted use file with de-identified data (masking the names of districts, schools, teachers, and students) for later use by other reading researchers.
- Subsidize a k-1 roll out in 2021-22 for any and all sites assigned to category # 1 as described in above paragraph 1(c).
- Work with districts and all participating schools to collect the following data:
  - o Base-line on student characteristics and reading results for all students in the study schools in k-3 grades in school year 2017-18, which would come from student records data. Baseline District cost elements: remediation, retention, referrals to Special Education, RTI and/or MTSS procedures and history, teacher turnover, curricula and assessment adoption costs, cost of existing assessment regime in teacher and administration time, other operating costs associated with literacy outcomes.

- o School In-Kind costs (including administrator time and initial teacher professional development) will be captured.
- o School roster data for all study schools that list all classroom teachers and links students to individual classroom teachers. This will be collected at the start of school year 2018-19 and updated periodically over the year to assure the study team has current information. In school year 2019-20 and 20-21, the study team will request similar data.
- o Reading test scores from the A2i assessments for all students in all study schools from the fall of 2018 through the spring of 2021.
- o Reading test scores from a study-fielded, group administered reading test of students in K-1 in the spring of 2018 in the schools receiving the more intensive A2i support.
- o Student records for all students in the study schools on demographics, SPED status, grade, and reading test scores from state or district tests. These data will cover a baseline year (SY 17-18) and the three program implementation years (SY 18-19, 19-20, 20-21) and perhaps a 4th year if the schedule permits.
- o Web-based surveys in the spring of 2018 with K-1 teachers and in the spring of 2021 with K-3 teachers.

## The District will:

- Commit to remain in the study for the full three program implementation years (SY 18-19, 19-20, 20-21).
- Work with Learning Ovations in developing the Literacy Scan.
- Assist in securing any needed approval to conduct the evaluation and develop a plan for collecting the needed student data.
- Approve the conduct of the research with notification of parents and a process to allow parents to "opt out" of data collection for the study
- Provide student level data as described above with actual identifiers to allow linking of data from different sources.
- Agree to the use of a lottery to assign schools to one of the three levels of A2i support and to the collection of needed evaluation data, both existing student records and evaluation-fielded data collection.
- Identify a contact person at the district and each school to serve as the project liaison and assist with research procedures.
- Provide the facilities and schedule teachers for A2i professional development based on the category assigned to each participating school.
- Be readily available and support communications and case study efforts

Participating Schools' in The District will:

- Commit to remain in the study for the full three program implementation years (SY 18-19, 19-20, 20-21) and perhaps a 4th year if the schedule permits.
- Implement with fidelity the version of A2i to which they are assigned (see paragraph 1(c) above) in the lottery across the three school years.
- Assist evaluation team members in collecting the needed data by helping with scheduling of data collection activities and making staff accessible for surveys and interviews.
- Track cost savings / cost reduction information for case studies.
- Be readily available and support communications and case study efforts.
   including classroom observations and video-taping at selected schools.
- Identify a building literacy champion to lead and support The Project for all grades participating in the study
- Provide time in PLCs or other dedicated time blocks for the Learning Ovations Coach to meet with classroom teachers in the study.
- Support collaborative classroom activities (observation, co-teaching, feedback sessions) with the Learning Ovations coach and classroom teachers.

# 3. Stipend

- A. MDRC will provide The District with \$250 (250 dollars) per school for the study schools in categories 2 and 3 in the spring of 2019 to offset some of the expenses related to the fielding of a reading test in grades kindergarten and first grade. This "MDRC Funding" will be paid within thirty (30) days of the completion of the data collection in the spring of 2019, provided that The District satisfactorily completes the responsibilities set forth in this Agreement.
- B. MDRC will also provide a small stipend of approximately \$15 to kindergarten and first grade teachers in all study schools who complete a teacher survey in spring of 2019 and a second \$15 stipend for the survey of kindergarten through third grade teachers in all study schools in the spring of 2021. These will be provided as a gift card.

## 4. Point of Contact

- a. Point of Contact. The following individuals shall serve as the primary supervising points of contact in connection with the completion of the Scope of Work for the Project:
  - i. Point of Contact for The United2Read Leadership Team:
  - ii. Daniel Van Hoff, Chief Operating Officer, Learning Ovations.
  - iii. Point of Contact at The District:
  - iv. Robin I. Freeman Assistant Superintendent, Educational Services
- b. Changing a Point of Contact. United2Read or The District may, at any time, designate a new or alternate point of contact for its organization and will promptly notify the other party upon such designation.

# 5. Compliance with Applicable Laws

The District will comply with all federal, state and local laws, rules and regulations applicable to its performance of the services under this MOU, including, but not limited to, any confidentiality and data privacy laws, rules and regulations applicable to school and student records and children (including, but not limited to, the Family Educational Rights and Privacy Act of 1996 (FERPA) and its implementing regulations).

## 6. Ownership of Data

The District's data are, and at all times shall remain, the sole property of The District. The District retains all right, title and interest in and to the data. These data, including student test score data, will be freely available to and retained by the United2Read partners for research and education purposes under the supervision of the respective United2Read partners' Institutional Review Board (IRB). As required by the funder, selected and anonymous de-identified data will be made available in a restricted-use data base.

Data collected by the United2Read partners will remain the sole property of the partners and will follow the IRB approved details in the various consent forms. Such data include, but are not limited to, qualitative and classroom observation data collected, student outcome data, survey data, and interview data.

## 7. Media Releases

The District will assist United2Read in securing media releases. United2Read may request permission to capture stories about the project that include student images. The The District will help secure media releases from story participants. Parents of students or students who are 18 or older may opt out of image use, thereby refusing the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students have opted out, then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of the Project.

# 8. Independent Contractor

In performing the services pursuant to this MOU, each Party is an independent contractor, is not an agent or employee of the other, and is not authorized to act on behalf of the other. In no event shall any of the United2Read Partners or their subcontractors who work on the Project be eligible for any fringe benefits or insurance provided to employees of The District.

# 9. Intellectual Property

Learning Ovations holds the exclusive license and applicable patents for the A2i Professional Support System. Trademarks include: United2Read, A2i Professional Support System, A2i Assessments, ISI, Individualizing Student Instruction, Learning Ovations, "You will Know us by Your Outcomes."

UCI and Carol M. Connor hold the copyright for the OLOS system, which is a student observation system.

#### 10. District / School Trademarks

The United2Read partnership may reference The District and participating schools and use The District's or a participating school's logo and name to indicate that The District or a participating school is participating in the United2Read Project. Except as set forth in the foregoing, neither Party shall display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks, or other indicia of origin without the other Party's prior written consent (which consent may be revoked at any time).

# 11. Confidentiality

At all times during the term of this MOU and for a period of five (5) years following termination or expiration of this MOU, The United2Read leadership team and The District shall, and shall cause their respective officers, directors, and other employees and agents to, keep confidential and not publish or otherwise disclose and not use, directly or indirectly, for any purpose, any Confidential Information. Digital Promise and the District will not transmit Confidential Information (as defined in the MOU) via unencrypted email, and shall rely solely on secure transmission methods.

"Confidential Information" means all non-public, confidential, or proprietary information, in any form, furnished or made available directly or indirectly by one Party to the other Party, whether or not designated "Confidential Information."

All identified data will be retained in secure and password protected locations under the supervision of the respective partners' IRB. Data shall be retained at least 10 years, as required, after the end of the study.

# 12. Privacy

The United2Read Project partners agree to be bound by their respective privacy policies, and all applicable state and Federal laws with respect to data collected during the course of the study. Privacy policies for all partners - Digital Promise, Learning Ovations, MRDC, and UCI -- can be found at United2Read.org/privacy-policies

## 13. Duration

This MOU may be modified by mutual consent of authorized officials from the United2Read partnership and The District. This MOU shall become effective upon signature by the authorized official from the United2Read partnership and The District and will remain in effect until modified by mutual consent or terminated by mutual consent of the Parties. In the absence of mutual agreement by the authorized officials from the United2Read partnership and The District, this MOU shall end on September 30, 2022.

In the event this MOU is terminated before September 30, 2022 The District agrees to share data collected to date and to participate in an exit interview.

#### 14. Conflict

In the event any schedules are attached to this MOU, such Schedules shall be subject to the terms and conditions of this MOU. In the event of any conflict between the terms of this MOU and a Schedule, the terms of this MOU shall govern, unless the Schedule expressly references the conflicting provision in this MOU and provides that the provision in the Schedule shall govern.

#### 15. Assignment

A Party shall not assign this MOU, or assign, subcontract or delegate any of its rights or obligations pursuant to this MOU, without the prior written consent of the other Party, and any attempted assignment, subcontract or delegation without such prior written consent shall be of no force or effect.

### 16. Severability

In the event any provision of this MOU is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this MOU.

### 17. Authority

Each Party represents, warrants and covenants to the other Party that it has the authority to enter into this MOU and to perform all of its obligations hereunder.

#### 18. Notice

Except as otherwise expressly set forth any notice required or permitted by this MOU must be in writing and shall be deemed to have been given if sent by first class mail (postage prepaid), overnight carrier, telecopy, or personal delivery, addressed: (i) if to The District, to the attention of:

Robin I. Freeman Assistant Superintendent, Educational Services

with a copy to the attention of:

Lydia Frontuto, Executive Assistant Oxnard School District 1051 South A Street, Oxnard

Name, Title, Address

(ii) if to the United2Read Partnership % Digital Promise, 1001 Connecticut Ave NW, Suite 935, Washington DC 20036 or by email at <a href="mailto:operations@digitalpromise.org">operations@digitalpromise.org</a> or (iii) at such other addresses the Party to be notified has designated upon reasonable notice.

#### 19. Waiver

Waiver by any Party of performance of any provision of this MOU must be in writing and signed by the Party adversely affected thereby. Such waiver shall not be a waiver, or prejudice the Party's right to require performance, of the same provision in the future, or of any other provision.

#### 20. Entire Agreement

This MOU and associated resources (all of which are incorporated herein by this reference) constitute the entire agreement between the Parties and supersede any and all prior agreements and understandings between the Parties, written or oral, not incorporated herein with respect to the subject matter of this MOU. This MOU and any associated schedules may not be changed unless mutually agreed upon by the Parties in writing.

#### 21. Survival

The terms and conditions of this MOU that would, by their nature, survive the expiration or termination of this MOU, including without limitation, Section 8 (Independent Contractor), Section 9 (Intellectual Property), Section 6 (Ownership of Data) Section 10 (District/School Trademarks), Section 11 (Confidentiality), Section 12 (Privacy), and this Section 21, shall so survive the expiration or termination of this MOU for any reason.

# For the United2Read Partnership: Mar 23, 2018 ff (Mar 23, 2018) **Daniel Van Hoff Chief Operating Officer Learning Ovations** Kathryn Petrillo-Smith Mar 24, 2018 Date Kathryn Petrillo-Smith **Chief Operating Officer** Digital Promise Fred Doolittle Fred Doolittle (Mar 27, 2018) Mar 27, 2018 **Fred Doolittle** Vice President and Director K-12 Education **MDRC** For The District FEIN: 95-6002318 Robin I. Freeman

Mar 23, 2018

**Date** 

Signatures:

Name:

Title:

Robin I. Freeman

Assistant Superintendent, Educationa

# Attachment A - List of participating schools

Rose Avenue		
Sierra Linda		
Marshall		
Marina West		

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: April 18, 2018
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	
	Enrichment
	Special Education Support Services
	Personnel
	Legal
SECTION D: ACTION	Facilities
	Ond D
SECTION F: BOARD POLICIES 1 <sup>ST</sup> R	leading 2 <sup>nd</sup> Reading
Summary of Sale, Election of (Morales/Penanhoat/CFW)	f 2016, Series B, General Obligation Bonds

On February 21, 2018, the Board of Trustees ("District Board") took action and approved Resolution #17-24 authorizing the issuance and sale of the Oxnard School District's Measure "D" Election of 2016, Series B, General Obligation Bonds. On March 29, 2018, the District and its financing team successfully completed the transaction. In concert with the District's policy of transparency, the attached presentation is a summary of the transaction and is provided for the benefit of the District Board and the public. The presentation summarizes:

- Overview of Issuance Milestones
- District Credit Rating
- Summary of Sale
- Sources & Uses and Costs of Issuance

#### FISCAL IMPACT

All costs incurred in the bond sale were paid from bond proceeds.

#### RECOMMENDATION

It is the recommendation of the District Superintendent and the Assistant Superintendent of Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees receive this Summary of Sale of the Election of 2016, Series B Bonds.

#### ADDITIONAL MATERIAL

Attached: Summary of Sale and Wrap-up Presentation, Election of 2016, Series B, General

Obligation Bonds (6 pages)



6425 Christie Avenue, Suite 270 – Emeryville, CA 94608 1901 Victoria Avenue, Suite 106 – Oxnard, CA 93035 815 Colorado Boulevard, Suite 201 – Los Angeles, CA 90041

> (510) 596-8170 - Phone (510) 596-0208 - Fax









# **OXNARD SCHOOL DISTRICT**

General Obligation Bonds Election of 2016, Series B Summary of Sale

April 18, 2018

**Board Report** 

# Measure D Bond Issuance Overview

- On November 8<sup>th</sup>, 2016, voters in the District approved Measure D, authorizing the issuance of \$142.5 million in general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities
- In March 2017, the District issued \$81 million in Measure D Series A bonds, resulting in a remaining bond authorization of \$61.5 million
- On February 21<sup>st</sup>, 2018 the Board authorized the Series B bond issuance to fund the continued implementation of the school construction and improvement program
- District staff subsequently met with analysts from Standard & Poor's Global Ratings (S&P) to request a rating for the Series B bonds
- On March 14<sup>th</sup>, 2018 District staff authorized and the District sold approximately \$14.1 million in bonds via a public sale that was well received by investors
- On March 29<sup>th</sup>, 2018 Jones Hall, the District's Bond Counsel completed the closing of the bond sale, and proceeds were deposited in the District's Building Fund
- Approximately \$47.4 million in Measure D authorization remains, and may be issued in the future, subject to program needs and the adequacy of the tax base



# District Credit Ratings

- As part of the bond issuance process, the District requested a credit rating from S&P to enable investors to evaluate the credit strength of the bonds
- On February 26<sup>th</sup>, 2018, the District's Superintendent, the Assistant Superintendent of Business & Fiscal Services, and CFW staff met with analysts from S&P to provide an overview of the economic profile of the District and its service area
- District staff were able to effectively highlight the District's credit strengths, such as the diverse local economy, and mitigate credit concerns, such as the planned draws on the fund balances in the budget over time
- Based on the presentation by District staff, S&P affirmed the District's high grade rating of "A+" with a Stable outlook citing positive factors, including good financial management policies and practices and a stable enrollment trend
- A high quality rating like the District's "A+" translates to a lower interest rate, and correspondingly to a lower cost to taxpayers in the District



# Summary of Sale

- On March 13<sup>th</sup>, 2018, the District's Assistant Superintendent of Business & Fiscal Services, CFW staff, and representatives of Stifel (the District's underwriter) conducted a pre-pricing call to establish preliminary parameters of the bonds and to review market conditions
- On March 14<sup>th</sup>, 2018, the parties conducted a pricing phone call during which the District successfully sold approximately \$14.1 million in Series B bonds
- The desirability of the District's bonds resulted in good market acceptance, and also a greater demand for the bonds than the amount available for sale in some maturities; correspondingly the team further lowered interest rates during the bond sale process
- Some key terms of the bonds sold are presented below:

Term of Bonds	30 Years
Interest Rate - True Interest Cost (TIC)	4.26%
Type of Bonds Sold	Current Interest, Step Coupon, Capital Appreciation
Est. Tax Rate for Measure D	\$30 per \$100,000 of AV
Repayment Ratio (Total P&I : Principal)	2.17 : 1 (State Law Limit is up to 4.00 : 1)



# Issuance Costs and Sources and Uses

The cost of issuance was approximately 1.25%, underwriter's discount was 0.38% and bond insurance was 0.35% of the principal amount of the bonds sold; total costs were less than 2.00% (approximately 1.98%)

The estimated costs by category, and the sources and uses of funds are presented in the table below:

Cost of Issuance (COI)	
Bond & Disclosure Counsel	\$64,413
Financial Advisor	\$86,512
Rating Fees	\$18,050
Demographic Statistics*	\$1,325
Printer	\$2,000
Paying Agent	\$1,625
Est. Total COI	\$173,925
Underwriter's Discount	\$53,887
Bond Insurance	\$49,020

<sup>\*</sup> Cal Muni – Required Third Party Statistical Data for Disclosure

Sources of Funds	
Par Amount	\$13,996,626
Premium	\$141,808
Total Sources	\$14,138,434
Uses of Funds	
Project Fund	\$13,693,719
Capitalized Interest	\$141,808
Cost of Issuance	\$173,925
Underwriter's Discount	\$53,887
Bond Insurance (BAM)	\$49,020
Contingency	\$26,075
Total Uses	\$14,138,434

Note: Capitalized Interest applied to first two interest payments

# The Look Ahead

- Bond proceeds have been deposited with the County, and are available to fund the District's ongoing program to renovate, construct and improve school facilities
- CFW will include the Measure D, Series B Bond information in future continuing disclosure filings with the Electronic Municipal Market Access (EMMA) database
- The finance team will continue to monitor opportunities to refinance outstanding bonds that would generate taxpayer savings
- The FY 2018-19 assessed valuation will be available by August 2018, and CFW will present this information to District staff
- Additional bond issuance opportunities will also be reviewed by the team annually, and the program may be amended from time to time based on a projected issuance schedule as directed by the District



#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 4/18/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	
	Academic Enrichment
	Special Education
	Support Services
	Personnel
	Legal
	Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES 1st Re	eading 2 <sup>nd</sup> Reading
Swinerton Builders to adjust costs	o Construction Services Agreement #15-198 with for the Lemonwood K-8 School Reconstruction
(Morales/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. 010 provides for the Board's consideration and approval of eleven (11) change orders; PCI's 0009, 0242, 0263, 0267.1D, 0267.2A, 0286, 0294, 0304, 0311, 0315r1, and 0323 with the following scope of work.

- PCI 0009: Modification of the geogrid system to account for building depressed slab areas.
- PCI 0242: Additional subcontractor overhead costs due to project delays
- PCI 0263: Addition of AV infrastructure to Rm. 321, RSP Classroom.
- PCI 0267.1D: Infrastructure costs associated with staff and students occupying existing 300 Building while Phase II construction is underway.
- PCI 0267.2A: General contractor General Conditions cost associated with 53 day delay in owner occupancy of new Classroom & MPR Buildings.

- PCI 0286: Owner requested addition of window coverings in the Kindergarten Building
- PCI 0294: Owner requested addition of window coverings to the Classroom Building
- PCI 0304: Owner requested addition of lockers to the Boys and Girls locker rooms in the MPR Building
- PCI 0311: Owner requested installation of access barriers at Stairs 2 and 3, ground level
- PCI 0315: Relocation of the irrigation POC to San Mateo Dr.
- PCI 0323: Owner requested removal of cardboard debris from Owner supplied TV monitors.

#### **FISCAL IMPACT**

<u>Four Hundred Ninety Three Thousand Five Hundred Seventy Three Dollars and Twenty-Five Cents</u> (\$493,573.25) 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. 010 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 #010, Swinerton Builders (3 Pages)

PCI #0009 (15 Pages) PCI #0242 (27 Pages) PCI #0263 (18 Pages) PCI #0267.1D (29 Pages) PCI #0267.2A (3 Pages) PCI #0286 (5 Pages) PCI #0294 (7 Pages) PCI #0304 (3 Pages)

PCI #0304 (3 Pages)
PCI #0311 (5 Pages)
PCI #0315r1 (16 Pages)
PCI #0323 (6 Pages)

Construction Services Agreement #15-198 (19 Pages)



## **CHANGE ORDER**

Date: 03.26.2018 CHANGE ORDER NO. 010

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT OWNER: Oxnard School District

O.S.D. BID No. N/A

O.S.D. Agreement No. 15-198

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., Architects Proj. No.: 2013-40121

Los Angeles, CA 90017 D.S.A. File No.: 56-22
Attn: Michael Darquea 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 (001-009)	
ADJUSTED CONTRACT SUM	\$ 31,041,811.15
NET CHANGE -	\$ 493,573.25
Total Change Orders to Date: 010	\$ 1,959,486.49
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 010	\$ 31,535,384.40
Commencement Date:	May 23 2016
Original Completion Date:	
Original Contract Time:	
Time Extension for all Previous Change Orders:	157 Calendar Days
Time Extension for this Change Order:	. 53 Calendar Days
Adjusted Completion Date:	February 18, 2019
Percentage	(6.21%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 009 Deepened Geogrid Depth		\$28,803.09		
2.	PCI 0242 Subcontractor extended GC and wage cost		\$28,971.24		
3.	PCI 0263 Bulletin #46 add AV in RSP Room		\$7,279.64		
4.	PCI 0267.1D Phase II Infrastructure Costs		\$139,572.84		
5.	PCI 0267.2A Phase II Delay Cost		\$218,197.41		
6.	PCI 0286 Add window coverings in Kindergarten Building		\$3,816.23		
7.	PCI 0294 Classroom Building window coverings		\$4,784.74		
8.	PCI 0304 Add lockers to Boys and Girls locker rooms in MPR		\$15,703.34		
9.	PCI 0311 Access barrier at Stairs 2 and 3		\$25,937.02		
10.	PCI 0315r1 RFI 022 Relocate Irrigation POC		\$19,159.64		
11.	PCI 0323 Dispose of owners cardboard debris		\$1,348.06		
	Totals		\$493,573.25		

Total Change Order No. 010	\$ 493,573.25
*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINES	S SERVICES OR PURCHASING DIRECTOR
APPROVAL (REQUIRED):	
ARCHITECT:	DATE:
CONTRACTOR:	DATE:

RECOMMENDED FOR APPROVAL:	
OSD DSA INSPECTOR:	DATE:
ASSISTANT SUPERINTENDENT BUSINESS AND FISCAL SERVICES:	DATE:
APPROVAL (REQUIRED):	
BOARD APPROVAL	DATE:
ASST. SUPT./PURCHASING DIRECTOR:	DATE:

**DSA APPROVAL** 

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



December 5, 2016

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW, Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0009

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Modify the depth of the geogrid system from minus 6'-6" from finish slab that was previously in scope to the following depths per Design Team direction. This is too account for the depressed slab areas for which the design did not previously address in terms of clearance to top of geogrid.

- Classroom Building: Minus 6'-10"

- Classroom Building Elevator: Minus 8'-6"

MPR Building: Minus 7'-6"
Admin Building: Minus 6'-8"

- Kindergarten Building: Minus 6'-8"

Time impact will be evaluated under separate cover to properly identify cumulative holistic impact of the delays for this month.

Phase	Category	Description	Subcontractor	Quote
310010	71140	Earthwork	GROUNDBREAKERS CONSTRUCTION INC	24,131.64
			Subtotal	24,131.64
007480	71160	Subguard	1.15%	277.51
007410	71160	Builders Risk	0.6%	146.46
007420	71160	General Insurance	1.15%	280.71
007510	71160	P&P Bond	1%	241.32
991000	79999	Change Order Fee	15%	3,725.45
		4	Markup Subtotal	4,671.45
			PCI Total	28,803.09



#### 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 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We <b>HAVE</b> proceeded with this revi	ised work per your instructions. Please issue a change order.	
	lest, a formal change order will be issued. Acceptance also proceeded with the above change in scope.	
i de la companya de		1
If you have any questions or comments per	taining to this matter, please contact the undersigned.	
Sincerely	Quotation accepted by:	
Swinerton Builders	Oxnard School District	
Bill Gray 17/10/16	Ву:	
Date:	Date:	

Shuifur MrcBare CFW Program MAN 3/37/14



## Grading . Excavation . Concrete

groundbreakers@integrity.com

License#823501

# Proposal / Contract

#### Proposed To:

Swinerton Builders Bill Gray 17731 Mitchell North Suite 200 Irvine, CA 92614

Contact:

Bill Gray

Phone #:

949-355-6822 949-477-3085

Fax #: **Email Address:** 

bgray@swinerton.com

Date

6/7/16

Estimate # 1571

#### Job Information:

Lemonwood K-8 2200 Carnegie Court Oxnard, CA 93033

Per Plans By: PCI 009

Engineer:

Drawing Info: N/A

Permit #:

Ground Breakers Construction Inc. will furnish all labor, materials, and equipment to construct and complete the following in a workman-like manner according to standard practices.

Υ			· · ·	
Attachment A - Mate Attachment B - CME Attachment C - Geo Attachment D - Labo June 30, 2016) Attachment E - DIR	erial/Labor/Equipment bre B Quote -grid/Geo-fabric Quote or rate worksheet (Rates of Labor rates	only good as shown throug	h	24,131.64
Nork to commence on or be	efore and to be c	ompleted within working o	days. Total	\$24,131.64
	Attachment A - Mate Attachment B - CME Attachment C - Geo Attachment D - Labo June 30, 2016) Attachment E - DIR Attachment F - Rent	Attachment B - CMB Quote Attachment C - Geo-grid/Geo-fabric Quote Attachment D - Labor rate worksheet (Rates of June 30, 2016) Attachment E - DIR Labor rates Attachment F - Rental quote of comparable e	Attachment A - Material/Labor/Equipment breakdown Attachment B - CMB Quote Attachment C - Geo-grid/Geo-fabric Quote Attachment D - Labor rate worksheet (Rates only good as shown through June 30, 2016) Attachment E - DIR Labor rates Attachment F - Rental quote of comparable equipment	Attachment A - Material/Labor/Equipment breakdown Attachment B - CMB Quote Attachment C - Geo-grid/Geo-fabric Quote Attachment D - Labor rate worksheet (Rates only good as shown through June 30, 2016) Attachment E - DIR Labor rates Attachment F - Rental quote of comparable equipment

Attachment A -Material/Labor/Equipment

Scope;	Item	Inc. Tax and Freight	Quantity	Sub Total	Material Total	Equipment	Rate	Hrs	Equipment Total	Operator Hours	Operator Rate	Laborer Hours	Laborer Rate	Labor Total	Total M,E & L
Elevator Pit	Geo-Grid/roll	\$396.90	1,00	\$396.90	\$396.90	PC270	\$88.43	6.00	\$530.58	6.00	\$77.65	6.00	\$60.91	\$831.36	\$1,758,84
	Filter Fabric/roll	\$243.00	1.00	\$243.00	\$243.00	WA500	\$216.00	6.00	\$1,296.00	6.00	\$77.65	6.00	\$60.91	\$831.36	\$2,370.36
	CMB/tn	522.35	180,00	\$4,023.00	\$4,023.00	T-650	\$73.58	2.00	\$147.16	2.00	\$77.65	8.00	\$60.91	\$642,58	\$4,812.74
				\$0.00	\$0.00	84" Roller	\$81.00	2.00	\$162.00	2.00	\$77.65		\$60.91	\$155.30	\$317.30
				\$0.00	\$0.00				\$0.00		\$77.65		\$60.91	\$0.00	\$0.00
Added Depth	Geo-Grid/roll	\$396,90	1.00	\$396.90	\$396.90	Scraper	\$94.50	8.00	5756.00	8.00	\$77.65	8.00	\$60.91	\$1,108.48	\$2,261.38
over all Bldgs	Filter Fabric/roll	5243.00	1.00	\$243.00	\$243.00	WA500	\$216.00	8.00	\$1,728.00	8.00	\$77.65		\$60.91	\$621.20	52,592.20
1,113.2 CY	100 20 300			\$0.00	\$0.00				50.00		\$77.65		\$60.91	\$0.00	\$0.00
				\$0.00	\$0.00				50,00		\$77.65		\$60.91	\$0.00	\$0.00
				\$0.00	\$0.00				\$0.00		\$77.65		\$60,91	\$0.00	\$0.00
Added Width	Geo-Grid/roll	\$396.90	1.00	\$396.90	\$396.90	PC270	588.43	5.00	\$442.15	5.00	\$77.65	8.00	\$60,91	\$875,53	\$1,714.58
or Classrooom	Filter Fabric/roll	\$243.00	1.00	\$243.00	\$243.00	WA500	\$216.00	5,00	\$1,080.00	5.00	\$77.65	8.00	\$60.91	\$875.53	\$2,198.53
599.27 CY				\$0.00	\$0.00	T-650	\$73.58	4.00	\$294.32	4.00	\$77.65		\$60,91	\$310.60	\$604.92
				\$0.00	\$0.00	84" Roller	\$81.00	6.00	\$486.00	6.00	\$77.65		\$60.91	\$465.90	\$951.90
				\$0.00	\$0.00	D41	\$73.58	4.00	\$294.32	4.00	\$77.65		\$60.91	\$310.60	\$604.92
	Sub-Total				\$5,942.70				\$7,216.53					57,028,44	\$20,187.67
			M/U				Gall./hr.	Hours	\$3.50/Gall.						
	Total Material	\$5,942.70	891.41		Fuel:	PC270	12.00	11.00	\$3.50	\$462.00					
	Total Equipment	\$8,788.03	1318.20			WA500	11.00	19.00	\$3.50	\$731.50					
	Total labor	\$7,028.44	1054.27			T-650	5.00	6.00	\$3.50	\$126.00					
	Total Cost			\$24,131.64		84" Roller	5.00	8.00	\$3.50	\$140.00					
						D41	00,8	4.00	\$3.50	\$112.00					
						Fuel Total				\$1,571.50					

555 Sandy Circle Oxnard, CA 93036-1071



805 / 485-6551 805 / 642-8546 FAX 805 / 988-1874

	QUOTATION						
SUBMITTED TO:	PHONE;	DATE: 5/16/2016					
NAME GROUNDBREAKERS	JOB NAME: LEMONWOOD						
ADDRESS:	ADDRESS:						
CITY: STATE: CA	спу:	STATE: CA					
ZIP:	ZIP:	JOB NO.					
CONTACT PERSON: JEFF							
HAUL OFF CLEAN DIRT AND HAU DOUBLE SUPER OF PRICE INCLUDES BASE TRUCK	ES 10'S	\$19.85TON \$22.35 TON					
DOUBLE	ES 10'S	\$22.35 TON					
DOUBLE SUPER OF PRICE INCLUDES BASE, TRUCK  AUTHORIZED AUTHORIZED SIGNATURE  This quotation may be withdrawn by us if not accepted with	ES 10'S (ING AND SALES TAX.	\$22.35 TON					
DOUBLE SUPER OF PRICE INCLUDES BASE, TRUCK  AUTHORIZED AUTHORIZED SIGNATURE  This quotation may be withdrawn by us if not accepted with	ES 10'S (ING AND SALES TAX.  hin 10 days.	\$22.35 TON					
PRICE INCLUDES BASE, TRUCK  AUTHORIZED SIGNATURE  This quotation may be withdrawn by us if not accepted with  ACCEP  The above prices, specifications and conditions are satisfa	ES 10'S (ING AND SALES TAX.  hin 10 days.	\$22.35 TON					

### Attachment C - Geo-Textiles



# **QUOTATION OF MATERIALS**

DATE: 12/4/2015

PROJECT: Lemonwood Elementary School

ATTENTION: Estimator
BID DATE: 12/8/2015
QUOTE #: 15-12-010

Hanes Geo Components Contacts: Project Manager: Alex Harrill alex.harrill@hanescompanies.com

Mobile: 336-676-2786

Area Sales Manager: Andrea Neale andrea.neale@hanescompanies.com Mobile: 805-657-2130

Customer Service: Lisa Munoz Inside Sales: Scott Holloway 1947 Camino Vida Roble, Suite 105 Carlsbad, CA 92008

PH: 760-431-2452 FX: 760-431-2453

Warehouse:

25,500.00

3401 Etiwanda Ave, BLDG C&D

TOTAL \$

To All Bidders: Quantities on this quotation are estimates only and are not guaranteed to be accurate. All final quantities, including overlap, are the responsibility of the contractor/purchaser. Unit prices are subject to change if items on this quote are purchased separately.

UNLESS NOTED OTHERWISE, PRICE IS BASED ON SHIPPING ALL MATERIAL TO ONE LOCATION AT ONE TIME VIA CLOSED VAN.

BID#	QUANTITY	UNIT	DESCRIPTION	U	NIT PRICE	EXTENDED PRICE
	17,000	SY	Geogrid TerraGrid RX1200 (12.8' x 246') (350 SY)	\$	1.05	\$ 17,850.00
	17,000	SY	Filter Fabric TerraTex SD (12.5' x 360') (500 SY)	\$	0.45	\$ 7,650.00
			FOB Point:		Freight:	Included
					Subtotal:	\$ 25,500.00
			Sales Tax Rate: 0.00%		Sales Tax:	Not Included

Term of Sale - Prices are FOB origin unless stated otherwise. Unloading by others, Payments are net 30 days from date of invoice, subject to credit approval. Sales tax is not included: ADD when applicable. Prices quoted apply only to the project specified herein. The prices quoted herein shall remain in effect for 30 days from the date of this quotation. Seller reserves the right to adjust the prices after 30 days from the date of quotation. Buyer must notify seller in writing of any special provisions required for each job such as material needed to meet any ARRA or buy American requirements. Prior to quotation of pricing and delivery. Failure to do so will result in the assumption that no special provisions apply. For shipments that are less

	OF QUOTATION		200
Subject to being awarded the contract, we hereby orde specified, subject to all terms and condition			Col Co Mell company
Company:			
By:			Andrea Neale
Title:	Date:	Title:	Area Sales Manager
Ship to Address:		Direct:	805-657-2130
	P.O. Number:		

Attachment D - Labor Rate Worksheet

### SUBCONTRACTOR HOURLY LABOR WAGE RATE

Subcontractor Name: GroundBreakers Construction Inc.

Trade: Class:				fective From: fective Until:	4/23/2015 6/1/2016					
Class.	Decription		Tracto At			Laborer		Op	erator Eng	ineer
	Dear Brass			1	Straight	Overtime	Dbl. Time	Straight	Overtime	Dbl. Time
					34.04	51.06	68.08	42.84	64.26	85.68
A.	Base Rate		+		4,47	4.47	4.47	2.95	2.95	2.95
В.	Vacation & Holiday		-	+	4.47	4.77	12.11	2.00	2.00	
	(A + B) =				38.51	55.53	72.55	45.79	67.21	88.63
	B 64						-			
C.	Benefits:		-		6.86	6,86	6.86	11.20	11.20	11.20
	Health & Welfare		-		6.50	6.50	6.50	9.65	9.65	9.65
	Pension		-		0.64	0.64	0.64	0.80	0.80	0.80
	Apprentice Training		-		0.62	0.62	0.62	0.29	0.29	0.29
	Other (CCC)		-		0.00	0.02	0.00	0.00	0.00	0.00
	Other (Industry Fund)		-		0.00	0.00	0.00	0.00	0.00	0.00
	Other (Describe)		-	-	0.00	0.00	0.00	0.00	0,00	0.00
_	Subtotal of (A+B+C)				53.13	70.15	87.17	67.73	89,15	110.57
D.	0% Mark-Up on (A+B+C)				0.00	0.00	0.00	0.00	0.00	0.00
U.	Subtotal =				53.13	70.15	87.17	67.73	89.15	110.57
E.	Payroll Insurance & Tax (Burden):		-							
	Social Security - 6.20% of (A+B+C)	0.0620			3.29	4.35	5.40	4.20	5.53	6.86
	Medicare - 1.45% of (A+B+C)	0.0145			0.77	1.02	1.26	0.98	1.29	1.60
	FUI - 0.8% of (A+B+C)	0.0060			0.32	0.42	0.52	0.41	0.53	0.66
	SUI/ETT - % of (A+B+C)	0.0490			2.60	3.44	4.27	3.32	4.37	5.42
	Workers Compensation % of (A+B+	0.0000			0.00	0.00	0.00	0.00	0.00	0.00
	Liability Insurance% of (A+B+C)	0.0150			0.80	1.05	1.31	1.02	1.34	1.66
	Subtotal of "E" =				7.78	10.28	12.77	9.92	13.06	16.20
F.	Total Hourly Wage with No Mark-up =		19-		60.91	80.43	99.94	77.65	102.21	126.77

City	Acceptance				
CILY	Acceptance			 _	

Date

# GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2015-2

ISSUE DATE: August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** July 3, 2016\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

			Emp	oloyer Paym	ents		Straight	t-Time	Overt	ime Hourly	
Classification a (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ and	Training	Other Payment	Hours	Total Hourly	Daily <sup>b</sup>	Saturday 1 1/2X	Sunday and Holiday
	Rate	Welfare		Holiday				Rate	1 1/2/	1 1/2A	rionday
CLASSIFICATIO	N GROUP	S									
Group I	\$31.39	6.86	6.50	4.47	0.64	0.62	8	50.48	66.175	66.175	81,87
Group 2	31.94	6.86	6.50	4.47	0.64	0.62	8	51.03	67.00	67.00	82.97
Group 3	32.49	6.86	6.50	4.47	0.64	0.62	8	51.58	67.825	67.825	84.07
Group 4	34.04	6.86	6.50	4.47	0.64	0.62	8	53.13	70.15	70.15	87.17
Group 5	34.39	6.86	6.50	4.47	0.64	0.62	8	53.48	70.675	70.675	87.87

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> For classification within each group, see page 14.

<sup>&</sup>lt;sup>b</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>&</sup>lt;sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

d Includes an amount per hour worked for supplemental dues

#### DETERMINATION: SC-23-102-2-2015-2

#### CLASSIFICATION GROUPS

#### GROUP 1

Boring Machine Helper (Outside) Certified Confined Space Laborer Cleaning and Handling of Panel Forms

Concrete Screeding for Rough Strike-Off

Concrete, Water Curing

Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public

right-of- way only

Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers

Flagman

Gas, Oil and/or Water Pipeline Laborer Laborer, Asphalt-Rubber Material Loader

Laborer, General or Construction

Laborer, General Cleanup

Laborer, Jetting

Laborer, Temporary Water and Air Lines

Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching

Post Hole Digger (Manual)

Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad

Construction Track Laborers

Rigging and Signaling

Scaler

Slip Form Raisers

Tarman and Mortar Man

Tool Crib or Tool House Laborer

Traffic Control by any method

Water Well Driller Helper

Window Cleaner

Wire Mesh Pulling - All Concrete Pouring Operations

#### **GROUP 2**

Asphalt Shoveler

Cement Dumper (on 1 yard or larger mixer and handling bulk cement)

Cesspool Digger and Installer

Chucktender

Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks

Concrete Curer-Impervious Membrane and Form Oiler

Cutting Torch Operator (Demolition)

Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction

Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man

Guinea Chaser

Headerboard Man-Asphalt

Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt

Laborer, Packing Rod Steel and Pans Membrane Vapor Barrier Installer

Power Broom Sweepers (small)

Riprap, Stonepaver, placing stone or wet sacked concrete

Roto Scraper and Tiller Sandblaster (Pot Tender)

Septic Tank Digger and Installer (leadman)

#### GROUP 2 (continued)

Tank Scaler and Cleaner

Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders

Underground Laborer, including Caisson Bellower

#### **GROUP 3**

Asphalt Installation of all fabrics

Buggymobile Man

Compactor (all types including Tampers, Barko, Wacker)

Concrete Cutting Torch

Concrete Pile Cutter

Driller, Jackhammer, 2 1/2 ft. drill steel or longer

Dri Pak-it Machine

Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out

High Scaler (including drilling of same)

Impact Wrench, Multi-Plate

Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials

Laborer, Fence Erector

Material Hoseman (Walls, Slabs, Floors and Decks)

Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work

Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services

Power Post Hole Digger

Rock Slinger

Rotary Scarifier or Multiple Head Concrete Chipping Scarifier

Steel Headerboard Man and Guideline Setter

Trenching Machine, Hand Propelled

#### GROUP 4

Any Worker Exposed to Raw Sewage

Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)

Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander

Concrete Saw Man, Cutting Walls of Flat Work, Scoring old or new concrete Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging

Hammer

Head Rock Slinger

Laborer, Asphalt-Rubber Distributor Bootman

Laser Beam in connection with Laborer's work

Oversize Concrete Vibrator Operator, 70 pounds and over

Pipelayer

Prefabricated Manhole Installer

Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast

Traffic Lane Closure, certified

#### GROUP 5

Blasters Powderman

Driller

Toxic Waste Removal

Welding, certified or otherwise in connection with Laborers' work

## GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Batbara, and Ventura counties.

			1	Employer Paym	ents		Straig	ht - Time		Nertime Hourly	Rate
(Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rare	Daily (c)	Saturday (d)	Sunday Holiday
									1 1/2X	1 1/2X	23
Classification Groups (h	1										
Group I	\$39.95	\$11.20	59.65	\$2.95	50,80	\$0.39	8	\$64.94	584.915	\$84.915	\$104.8
Group 2	\$40.73	\$11.20	\$9.65	\$2.95	\$0.80	50.39	8	\$65.72	\$86,085	\$86.085	\$106.4
Group 3	541.02	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	\$66.01	\$86.520	\$86.520	5107.0
Group 4	542.51	\$11.20	\$9.65	52.95	50.80	\$0.39	8	\$67,50	\$88,755	\$88.755	\$110.0
Group 6	542.73	\$11.20	\$9.65	\$2.95	\$0,80	\$0.39	8	\$67.72	\$89,085	\$89.085	\$110.4
Group 8	542.84	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	\$67.83	\$89.250	\$89.250	3110.6
Group 10	\$42.96	\$11.20	59.65	\$2.95	\$0.80	\$0.39	8	\$67.95	\$89,430	589,430	\$110.9
Group 12	\$43.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68,12	\$89.685	\$89.685	\$111.2
Group 13	543.23	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	568,22	589.835	589,835	\$111.4
Group 14	\$43.26	\$11.20	59.65	\$2,95	\$0.80	\$0.39	8	\$68.25	\$89,880	\$89,880	\$111.5
Group 15	\$43.34	\$11.20	\$9.65	\$2,95	\$0.80	\$0.39	8	\$68.33	\$90.000	\$90.000	\$111.6
Group 16	\$43.46	\$11.20	39.65	52,95	\$0.80	\$0.39	8	368.45	\$90.180	\$90.180	\$111.9
Group 17	\$43.63	\$11.20	39.65	\$2,95	\$0.80	\$0.39	8	368,62	590.435	\$90.435	\$112.2
Group 18	\$43.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.72	\$90,585	\$90.585	\$112.4
Group 19	543.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.83	590,750	\$90.750	\$112.6
Group 20	\$43.96	\$11.20	\$9.65	\$2,95	\$0.80	\$0.39	8	\$68.95	590,930	\$90.930	\$112.9
Group 21	\$44.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.12	591,185	\$91.185	\$1.13.2
Group 22	\$44.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.59	8	\$69.22	\$91,335	\$91.335	\$113.4
Group 23	\$44.34	\$11.20	\$9.65	\$2.95	50.80	\$0.39	×	\$69.33	\$91,500	\$91.500	\$113.6
Group 24	\$44.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	*	\$69.45	\$91,680	\$91.680	5113.9
Group 25	\$44.63	511.20	\$9.65	\$2.95	\$0.80	50.39	8	\$69.62	\$91,935	\$91.935	5114.2

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL PWAppWage PWAppWage Start.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das/html.

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

RECOGNIZED HOLIDAYS Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on the with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>\*</sup> Includes an amount withheld for supplemental dues

<sup>&</sup>quot;For classifications within each group, see pages 8 and 9,

Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate

A Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

#### DETERMINATION: SC-23-63-2-2016-1

CLASSIFICATIONS:

GROUP I Bargeman

Brakeman

Compressor Operator

Dischwisch, with year or similar type equipment

Elevator Operator - Inside

Forklift Operator (includes loed, full or similar types - under 5 lans).

Generator Operator

Generator, Pump or Compressor Plant Operator

Heavy Duty Repairman Helper Pump Operator

Signalman Switchman

GROUP 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)

Concrete Mixer Operator - Skip Type

Conveyor Operator

Forklift Operator (includes loed, full or similar types over 5 tons)

Hydrostatic Pump Operator Oiler Crasher (Asphalt or Concrete Plint) Petronial Laydown Machine RJU Side Dump Jack Rotary Drill Helper (Oilfield)

Screening and Conveyor Machine Operator (or similar types) Skiploader (Wheel type up to 3/4 yd without attachment)

Tar Pot Fireman

Temporary Henting Plant Operator Trenchine Machine Oiler

GROUP 3

Asphalt Rubber Blend Operator

Bobcat or similar type (Skid Steer, with all attachments)

Equipment Greaser (rack)

Ford Ferguson (with dragtype attachments)

Helicopter Radioman (ground)

Stationary Pipe Wrapping and Cleaning Muchine Operator

GROUP 4

Asphalt Plant Forman

Backhoe Operator (mms-max or similar type) Buring Machine Operator

Boring System Electronic Tracking Locator

Boxman or Mixerman (aspitalt or concrete)

Chip Spreading Machine Operator

Concrete Cleaning Decentamination Machine Operator

Concrete Pump Operator (small portable)

Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or atmilar types - Hughes

100 or 200, or similar types - drilling depth of 30 maximum)

Equipment Greaser (grease truck)

Excavator Track Rubber-Tired (Operating weight under 21,000 lbs)

Guard Stail Post Driver Operator Highline Cableway Signalman Hydra-Hammer-Aero Stomper

Hydraulic Casing Oscillator Operator - drilling depth of 30" maximum

Micro Tunneling Operator (above ground tunnel) Power Concrete Curing Machine Operator Power Concrete Saw Opera Power - Driver Jambo Form Setter Operator

Power Sweeper Operation Rock Wheel Saw/Trencher Roller Operator (compacting) Scroed Operator (asphalt or concrete) Trenching Machine Operator (up to 6ft )

Vacuum or Muck Truck

GROUP 5 (for multi-shift rate, see page 9B)

Equipment Greaver (Grease Truck/Multi-Shift)

GROUP 6

Articulating Material Hander Asphalt Plant Engine Batch Plant Operator Bit Shamener

Concrete Joint Machine Operator (canal and similar type).

Concrete Placer Operate Concrete Planer Operator Dandy Digger Deck Engine Operator Deck Engineer Derrickman toilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket ur similar types - Watson 1000. imilar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum). Surface Heaters and Planer Operator

Drilling Machine Operator (including water wells)

Hydraulic Casing Oscillator Operator - drilling depth of 45' maximum

Hydrographic Seeder Machine Operator (straw, pulp or seal)

ekson Track Maintainer, or similar type Kalamazoo Switch Tamper, or similar type Machine Tool Operator

Maginnis Internal Full Slab Vibrator

Mechanical Berm. Curb or Gutter (concrete or asphalt)

Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)

Micro Tunnel System Operator (below ground)

Pavement Breaker Operator

Road Oil Mixing Machine Operator

Roller Operator (asphall or finish)

Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds struck)

Self-Propelled Tar Pipelining Machine Operator

Skiploader Operator (trawler and wheel type, over 3/4 yds, and up to and including 1/1/2 yds Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tractor Operator - Bulldozer, Tamper-Scroper (single engine, up to 100 H.P. flyweel and similar types, up to and including D-5 and similar types)

Tugger Hoist Operator (1 drum)

Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator Volume Mixer Operator Welder - General

GROUP 7 (for multi-shift rate, see page 9B)

Welder General (Multi-Shift)

Asphult or Concrete Spreading Operator (ramping or finishing)

Asphalt Paving Machine Operator (barber greene or similar type, one (1) Screedman)

Asphalt-Rubber Distributor Operator

Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar

Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.) Barrier Rail Mover (BTM Series 200 or similar types) Cast in Place Pipe Laying Machine Operator

Cold Foamed Asphalt Recycler Combination Mixer and Compressor Operator (gunite work)

Compactor Operator - Self Propelled Concrete Mixer Operator - Paving Crushing Plant Operator Drill Doctor

Drilling Machine Operator, Bucket or Auger types (Culweld 130 bucket or similar types -Watson 1500, 2000, 2500 auger or similar types - Texona 700, 800 auger or similar types

drilling depth of 60' maximum) Elevating Grader Operator

Excavator Track/Rubber-Tired (Operating Weight 21,000 lbs - 100,000 lbs)

Global Positioning System GPS (or Technician)

Grade Checker Gradall Operator Grouting Machine Operator

Heavy Dury Repairman/Pump Installer

Heavy Equipment Robotics Operator. Hydraulic Casing Oscillator Operator - drilling depth of 60° maximum

Hydraulic Operated Grout Plant (excludes hand loading)

Kalamazoo Ballast Regulator or similar type Klemm Drill Operator or similar types Kolman Belt Loader and similar type Le Tourneau Blob Compactor or similar type

Lo Doll

Loader Operator (Athey, Euclid, Sterra and similar types)

Master Environmental Maintenance Mechanic

Mobark Chapper or similar types

Ozzie Padder or similar types

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Prentice 721E Hydro-Ax Pumperele Gun Operato

Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information

regarding this classific

Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds, and up to and including 50 cu. vds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 vds. struck)

Rubber-Tired Scraper Operator (self-lunding paddle wheel type - John Deere, 1040 and

similar single unit Self-Propelled Curb and Gutter Machine Operator

Shuttle Buggy

Skiplander Operator (crawler and wheel type over 1 1/2 yets up to and including 6 1/2 yets.)

Soil Remediation Plant Operator (CML Enviroieth or Similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed

Speed Swing Operator

Tractor Compressor Drill Combination Operator

#### DETERMINATION: SC-23-63-2-2016-1

Practor Operator (any type larger than D-5 - 100 flyweel H.P. and over, or similar - bulldozer, tamper scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator

Trenching Machine Operator (over 6 fl. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ff, depth capacity, manufacturer's rating - Other or Journeyman Trainee required)

Ultra Righ Pressure Waterjet Cutting Toni System Mechanic

Water Pull (compaction)

#### GROUP 9 (for multi-shift rate, see page 9B)

Heavy Dury Repairman (Multi-Sluff)

#### GROUP 10

Backhoe Operator (over 5 cu. vds. M.R.C.)

Drilling Machine Operator, Bucket in Auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Toxoma 900 auger or similar types - drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator - drilling depth of 105" maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Pairul - Blade Operator (single engine)

Multiple Engine Tractor Operator (cuclid and similar type - except quad 9 car.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)
Ruhber - Tired Earth Milving Equipment Operator (single engine, over 50 yds. struck)

Rubber - Tired Earth Moving Equipment Operator (multiple engine, euclid enterpillar and similar - over 25 yds, and un to 50 yds, struck)

Tractor Loader Operator (crawler and wheel-type over 6.1/2 yds.). Welder - Certified

Woods Mixer Operator (and similar pugmil) equipment)

GROUP 11 (for multi-shift rate, see page 9B)
Heavy Duly Repairman - Welder Combination (Multi-Shift)
Welder - Certified (Multi-Shift)

#### **GROUP 12**

Auto Grader Operator Automatic Slip Form Operator

Backhoe Operator (over 7 co. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - walson, auger 6000 or similar types - hughes super duty, auger 200 or similar types - drilling depth of 175'

maximum) Excavator Track Rubber Tirod (Operating Weight 100,000 fbs. - 200,000 fbs)

Hoe Ram or similar with compressor Hydraulic Casing Oscillator Operator drilling depth of 175' maximum

Mass Excavator Operator - less than 750 cu. yds Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type over 50 car vds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading - 11wo (2) or more

#### GROUP 13

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

#### GROUP 14

Canal Liner Operator

Canal Trimmer Operator

Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. vds. per hour)

#### GROUP 15

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds, and up to and including 50 cu. yds. (fruck)

Rubber-Truel Earlis Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

#### MISCELLANEOUS PROVISIONS

Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the have rate for the entire shift. 2 All heavy duty repairman and heavy duty combination shall receive fifty cents (50c) per Juan total allowance in addition to their regular rate of pay, and this shall become their base rate of pay.

Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rote of pay, and that rate shall become the

A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications Group 5 (Driller) as published rate for the traffic lassification of Operating Engineer Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects

#### GROUP 16

Excavator Track Rubber Tired (Operating Weight exceeding 200.000 fbs.)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Puil System (single engine, over 50 yds, struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds, and up to 50 yds.

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull Syxtem (multiple engine, cuelid, caterpillar, and similar type, over 50 cu. yds. struck) Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar

#### GROUP 18

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrupers, belly dungs, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds, struck)

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, helly dumps, and similar types in any combination, excluding compaction units - single engine, caterpillar, euclid, afficy wagon, and similar types with any and all attachments over 25 yds

and up to and including 50 cu. yds. struck).
Rubber-Tired Earth Miving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. strock)

#### GROUP 20

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, helly damps, and similar types in any combination, excluding compaction units - single engine, over 50 vds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine euclid, caterpillar and similars over 25 yds, and up to 50 yds, struck). Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types).

#### GROUP 21

Rubber-Dred Earth Moving Equipment Operator, Operating in Tandem (sempers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine euclid, caterpillar and similar type, over 50 cu, yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds, struck)

#### GROUP 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tundem Push-Pull System (single engine, coterpillar, euclid, attey wagon, and similar types with any and all attachments over 25 yds, and up to and including 50 cu, yds, struck). Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine: up to and including 25 vds. struck)

#### GROUP 24

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem

Push-Pull System (single engine, over 30 yds. Struck) Robber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, cooled, caterpillar and similar, over 25 yds and up to 50 vds. struck)

#### GROUP 25

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Funts Operator

Rubber-Tired Earth Movine Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. ydi struck)

## GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #OPERATING ENGINEER (Special Shift)

DETERMINATION: SC-23-63-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo. Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

				Imployer Paym	ents.		Straig	ht - Time		Overtime Hourly	Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
4,									1-1/2X	1 1/2X	2X
Classification Groups (	b)										
Group 1	\$40.45	\$11.20	\$9.65	\$2.95	\$0.80	30.39	8	\$65.44	585.665	\$85.665	\$105.89
Group 2	\$41,23	\$11.20	59 65	\$2.95	\$0.80	\$0.39	8	\$66.22	\$86.835	\$86.835	\$107.45
Group 3	\$41.52	\$11.20	59.65	52.95	\$0.80	\$0.39	8	\$66,51	587.270	\$87,270	S108.03
Group 4	\$43.01	\$11,20	59.65	\$2.95	\$0.80	\$0.39	8	\$68.00	589.505	\$89.505	\$111.01
Group 6	\$43.23	\$11.20	59.65	\$2.95	\$0.80	\$0.39	8	\$68.22	\$89.835	\$89.835	\$111.45
Group 8	\$43,34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68,33	\$90,000	\$90,000	\$111.67
Group 10	\$43.46	\$11.20	59.65	\$2.95	\$0.80	\$0.39	- 8-	\$68.45	590:180	590.180	5111.91
Group 12	\$43,63	511.20	59.65	\$2.95	\$0.80	\$0.39	8	\$68.62	\$90.435	\$90.435	5112.25
Group 13	\$43.73	\$11.20	59.65	\$2.95	\$0.80	\$0.39	8	\$68,72	\$90.585	\$90.585	5112.45
Group 14	\$43.76	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	\$68.75	\$90.630	\$90.630	5112.51
Group 15	543.84	\$11.20	\$9.65	\$2.95	50.80	\$0,39	8	\$68.83	590.750	\$90.750	5112.67
Group 16	\$43.96	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	\$68.95	\$90,930	\$90.930	5112.91
Group 17	\$44.13	\$11.20	\$9.65	\$2.95	50.80	\$0.59	8	\$69.12	\$91.185	\$91.185	\$113.25
Group 18	\$44,23	\$11.20	\$9.65	\$2.95	50,80	\$0.39	8	\$69,22	\$91,335	\$91.335	\$113.45
Group 19	\$44,34	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	\$69.33	591,500	\$91.500	\$113.67
Group 20	\$44.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.45	591,680	\$91.680	\$113.91
Group 21	\$44,63	\$11.20	\$9.65	\$2.95	\$0.80	50.39	8	\$69.62	591,935	\$91.935	\$114.25
Group 22	344.73	\$11.20	\$9.65	52.95	\$0.80	\$0.39	8	\$69.72	592 085	\$92.085	\$114.45
Group 23	\$44.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.83	592 250	\$92.250	\$114.67
Group 24	\$44.96	\$11.20	59,65	\$2.95	\$0.80	\$0.39	8	\$69.95	592 430	\$92,430	5114.91
Group 25	\$45.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.12	592 685	\$92.685	\$115.25

<sup>#</sup> Indicates an apprenticeable eraft. The current apprentice wage rates are available on the Internet (ii. http://www.dir.ea.gov/OPRL/PWAppWage/PWA

RECOGNIZED HOLIDAYS: Holidays upon which the general prevaiting hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular wraft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate is not based on a collectively bargained rate, the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

TRAYEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD.
Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Includes an amount withheld for supplemental dues.

<sup>&</sup>lt;sup>6</sup> For classifications within each group, see pages 8 and 9,

Rate applies to the first 4 overtone hours. All other daily overtime is paid at the Sunday rate.

d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

# GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #OPERATING ENGINEER (Multi-Shift)

DETERMINATION: SC-23-63-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Sanfa Barbara, and Ventura counties.

			1	Employer Paym	ents		Straigh	u - Time	(	Overtime Hourly	Rate
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours (e)	Total	Daily	Saturday (d)	Sunday/
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Hourly Rate	(c)	77.66	Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (	b)									44 V Total	
Group 1	\$40.95	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$65.94	586.415	\$86,415	\$106.89
Group 2	541.73	511.20	\$9.65	\$2.95	\$0.80	50.39	8	\$66.72	587,585	\$87,585	\$108.45
Group 3	542.02	\$11.20	\$9.65	\$2.95	\$0.80	50.39	8	\$67.01	588,020	588,020	\$109.03
Group 4	\$43.51	\$11.20	\$9.65	\$2.95	\$0.80	50.39	8	\$68.50	590,255	\$90,255	\$112.01
Group 5	\$43.61	\$11.20	\$9.65	\$2.95	50.80	50.39	8	\$68.60	390,405	\$90,405	\$112.21
Group 6	843 73	\$11.20	\$9.65	\$2.95	50.80	50.39	8	\$68.72	590,585	\$90,585	\$112.45
Group 7	\$43.83	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	\$68.82	\$90,735	390.735	\$112.65
Group 8	\$43.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.N3	\$90.750	\$90,750	5112.67
Group 9	\$43.94	\$11,20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.93	390,900	\$90,900	\$112.87
Group 10	543.96	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	568.95	590,930	\$90.930	\$112.91
Group 1)	\$44.06	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	369,05	591,080	\$91,080	\$113.11
Group 12	544.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69,12	\$91.185	\$91,185	\$113.25
Group 13	\$44.23	\$11.20	39.65	\$2.95	\$0.80	\$0.39	8	\$69.22	\$91,335	\$91.335	\$113,45
Group 14	544.26	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.25	591.380	\$91.380	\$113.51
Group 15	544.34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.33	\$91.500	\$91.500	\$113,67
Group 16	\$44.46	\$11.20	\$9.65	\$2,95	\$0.80	\$0.39	8	\$69,45	\$91.6K0	\$91.680	\$113.91
Group 17	544.63	\$11.20	\$9.65	\$2.95	50.80	\$0.39	8	\$69.62	\$91,935	\$91.935	\$114.25
Group 18	544.73	\$11.20	\$9.65	52.95	30.80	\$0.39	8	\$69,72	\$92.085	\$92.085	\$114.45
Group 19	\$44.84	\$11.20	\$9.65	\$2.95	50.80	\$0,39	8	\$69.83	592.250	\$92.250	\$114,67
Group 20	\$44.96	\$11.20	\$9.65	\$2.95	50.80	\$0,39	8	\$69.95	592.430	\$92,430	\$114.91
Group 21	\$45.13	\$11.20	59.65	\$2.95	\$0.80	50.39	8	\$70.12	\$92.685	\$92.685	\$115.25
Group 22	\$45.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	-8	\$70.22	\$92.835	\$92.835	\$115.45
Group 23	\$45.34	\$11.20	59.65	\$2.95	\$0.80	\$0.39	8	\$70.33	\$93.000	393.000	3115.67
Group 24	\$45.46	\$11.20	59.65	\$2.95	\$0.80	\$0,39	8	\$70.45	593,180	\$93.180	3115.91
Group 25	\$45.63	\$11.20	59.65	\$2.95	\$0.80	\$0.39	8	\$70.62	593.435	\$93.435	\$116.25

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL PWAppWage/PWAppW

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>quot;Includes an amount withheld for supplemental dues.

<sup>6</sup> For classifications within each group, see pages 8 and 9.

Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

ARate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate. Monday thorugh Friday.



801 DEL NORTE BLVD., OXNARD, CA 93030 OXNARD Ph: 805-604-0200 Fax: 805-604-0201

### **Rental Quote**

**Quote Y50971** 

Attachment F - Rental Quote for Comparable Equipment.

Date Out: Est. Date In: 06/20/2016 Mon 07:00 AM 06/21/2016 Tue 07:00 AM

Jobsite: TO BE DECIDED

Contact: MARTY Phone: 661-343-2645 TO BE DECIDED

Customer: 271978

Bill to:

GROUND BREAKERS CONSTRUCTION

ATTN ACCOUNTS PAYABLE

P O BOX 520

LEBEC, CA 93243-0520

Written By: DEBRABOROSS

Sales Rep: OXNARD H ACCOUNT

PO #: TBD

Signed By: Order By:

MARTY

Older by.	MAIN I				
QTY DESCR	PTION	DAY	WEEK	4WEEK	TOTALS
Renta	Items				
1	140-3520 CP-563 84" SELF PROPELLED SHEEPSFOOT	\$600	\$2,235	\$6,740	600.00
1	740-2590 COMPACT TRACK LOADER 259	\$340	\$1,160	\$3,200	340.00
1.	300-6130 SCRAPER 613 11CYD	\$700	\$2,750	\$8,250	700.00
1	110-7105 TRACK LOADER, CAT 953 2.00YD	\$545	\$2,170	\$6,490	545.00
1.	110-9800 WHEEL LOADER 980 7.0YD BKT	\$1,600	\$6,400	\$19,200	1,600.00
1	120-6800 320/321 CAT EXCAVATOR	\$655	\$2,490	\$7,035	655.00
Miscel	laneous Items				
	EC FEE (T) 6 City 0.5% Total Tax: 8%		1.0	0 %	44.40 358.75
		Total:		4,843.15	5

#### AGREEMENT AND ACKNOWLEDGEMENT

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement, including the Additional Terms and Conditions attached hereto.

AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE

( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

GREED TO:					DATE:
	(Signature)		(Printed Name)	(Title)	
DATE OUT:	HRS OUT:	DATE IN:	HRS IN:	RETURNED BY:	

Page 1 of 1



September 27, 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. 0242 Subcontractor delayed cost impacts

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Project has been delayed by, but not limited to the following issues; Late DTSC NFA letter, CCD 005, CCD 020. After project baseline schedule was reset in schedule update S37H schedule was distributed to all subcotractors. The subcontractors listed below have submitted extended overhead cost, as well as cost for increased wage rate incurred due to project extending into a new pay rate period.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Additional labor costs due to project delays	CITY COMMERCIAL PLUMBING, INC.	8,810.00
260010	71140	Additional labor costs due to project delays	TAFT ELECTRIC COMPANY	17,753.00
			Subtotal	26,563.00
007480	71160	Subguard	1.15%	305.48
007410	71160	Builders Risk	0.6%	161.21
07420	71160	General Insurance	1.15%	308.99
07510	71160	P&P Bond	1%	265.63
91000	79999	Change Order Fee	5%	1,366.93
			Markup Subtotal	2,408.24
			PCI Total	28,971.24

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 28,971.24.

#### 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 10 days of its issuance.
- » This request does not include additional cost or delay due to late approval.



Upon acceptance of this change order request, a for acknowledges that Swinerton Builders has proceed	ormal change order will be issued. Acceptance also ded 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:	Quotation accepted by: Oxnard School District  By: Date:
	Similar MacDaar Ctw Program M



Printed on: 8/18/2017

TaftProlog

Prolog Manager

# Change Order Request

Page 1

Detailed, Grouped by Each Number

2200 Ca	emonwood rnegie Court CA 93033		Project # 2241 Tel: Fax:			Taft Electric Compar
Chang	e Order Re	quest: 058				Date
То:		Builders Jeroa Street Is, CA 90017	From:	Matt Gobuty Taft Electric C P.O. Box 3416 Ventura, CA		
Descrip	ption			Categor	y Status	
Extende	d Overhead				Submit	ted
Referen	nce		Require	d By	Days Req	Amt Rec 17,753
Notes	-					-
27-92-070-120	submitting the	above cost to cover four n	nonths of extended overhead ba	ased on the revise	d schedule issue	d to Taft in SCO 08.
	l is the back u	p for your review. Please	call should you have any question	ons.		
Attached Matt Gob Project N (805)654	l is the back u outy Manager 7994				en Catenon	Reason
Attached Matt Gob Project N (805)654	outy Manager -7994  Date	Reference		ons. nt Prop Days R	Req Category	Reason
Attached Matt Gob Project N (805)654  PCO No Descrip	l is the back upouty Manager -7994  Date		An		Req Category	Reason
Attached Matt Gob Project M (805)654	outy Manager -7994  Date  otion		An		Req Category	Reason

## TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	58
				CUST RFP#: _	
COR DESCRIPTION:	Extended Ov	erhead		DATE: _	8/18/2017

TA	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			
TO	TAL \$0.00	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	

VENDOR	QUOTED MATERIAL 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

VENDOR	SUBCONTRACTORS 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

and the same of th	BOR EXPE	Street Street Street	Markey
TYPE	HOURS	RATE	AMOUNT
Non-Prod Foreman	84.00	\$80.01	\$6,720.84
PM & Admin	60.00	\$64.00	\$3,840.00
IBEW Rate Increase	0.00	\$0.00	\$1,648.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$12,208.84
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
	SUBTOTA	L LABOR	\$12,208.84
	TOTA	L LABOR	\$12,208.84

6	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%	<b>EQUIPMENT RENTAL</b>	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%		\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%	TOOLS	\$2,600.00
0.00%	JOBSITE TRAILER & COMM	\$1,312.00
0.00%	TRUCKS	\$1,456.00
0.00%		\$0.00
.00%		\$0.00
.00%		\$0.00
.00%		\$0.00
.00%	WARRANTY	\$0.00
.00%		\$0.00
	SUBTOTAL DJE	\$5,368.00
.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$5,368.00

	CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$0.00
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$0.00
	LABOR EXPENSES	\$12,208.84
	DIRECT JOB EXPENSES	\$5,368.00
	SUBTOTAL CHANGE REQUEST	\$17,576.84
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$175.77
CH	ANGE PROPOSAL TOTAL	\$17,753

#### Taft Electric Extended Overhead - 2241 Lemonwood ES

Based on 4 months duration added in revised schedule

Description	Hrs Per Mo	F	Rate			Months		Tot
Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)	21	\$	80.01	\$	1,680	4,	\$	6,72
Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication	16	\$	60.00	\$	960	4	\$	3,840
Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)				\$	650	4	\$	2,600
Monthly Jobsite Trailer & Communication				\$	328	4	\$	1,312
Monthly Vehicles				\$	364	4	\$	1,456
				Subtot		\$	15,928	
			ſ	To	ot Hrs	Increase		Tot
	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication  Monthly Vehicles  Rate  P  P  8  80.01 \$  60.00 \$  \$  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  \$  Monthly Vehicles	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication  Monthly Vehicles  Per Mo  Per Mo  Per Mo  \$ 80.01 \$ 1,680  \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960  \$ 50.00 \$ 960	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication  S 328 4  Monthly Vehicles  Subtot	Time spent by field foreman on daily non-productive activities such as: timesheets, daily journal, 3 week lookahead, safety and communication. (typically 1 hr per workday)  Monthly PM and administrative activities unrelated to job progress: Billing, payroll, cost to complete reports, communication  Daily use tool rental: Power and specialty tools used on a daily basis that we are charged a monthy rate to use, i.e. impact drivers, rotohammers, benders (not including rented equipment or hand tools)  Monthly Jobsite Trailer & Communication  Monthly Vehicles  Hrs Per Mo Rate Per Mo Nonths Per Mo Nonths Per Mo Nonths Per Mo Nonths Per Mo Per Mo Nonths Per M

		Tot Hrs	Increase	Tot
IBEW Labor Rate Increase	Hours shifted into 2018 Rates	1831	\$0.90	\$ 1,648

Tot extended Overhead \$ 17,576

Lemonwood ES Bldg 3 & 4 Manloading Calendar

lob#	2241	Contract Schedule				2018											
Area	Description	2017	Blog 4 Start	Bldg 3 Start		Bldg 4 Finish	Bidg 3 Finish						25.7				
			10/4/2017	11/6/2017		1/9/2018	2/15/2018	6 - 3 -		4 6							
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Composite Rate	73.41				74.31											
	Start/Finish																
_			3	5	4	2	1	0	0	0	0	0	0	0	0	0	0
			406.5	796.75	627.65	390.25	152.85	0	0	0	0	0	0	0	0	0	0
Area	Description	Hrs to Complete															
310	Building 3 Admin	1355	407	542	271	136											
410	Building 4 Kindergarten	1019		255	357	255	153										
	1																
						4-					7						
-1												-	-			-	
				-													

543 Hrs on on contract schedule in the 2018 rate period

#### Revised Schedule

Area	Description	2017				2018			Bidg 4 Start			Bldg 3 Start Bldg 4 Finish			Bldg 3 Finish		
									4/18/2018			7/15/2018			10/31/2018		
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Composite Rate	73.41			1250	74.31	ji										
	Start/Finish																
			0	0	0	30	0	0	3	3	2	2	2	2	1	0	0
			0	0	0	4748	0	0	406,5	542	. 271	390.25	356,65	254.75	152.85	0	0
310	Building 3 Admin	1355							407	542	271	136					
410	Building 4 Kindergarten	1019										255	357	255	153		

2374 Hrs in 2018 rate period - Revised schedule

543 Hrs on on contract schedule in the 2018 rate period

1831 Tot his now in 2018 rate period.



Los Angeles County Chapter National Electrical Contractors Association 100 E. Corson Street, Suite 410 Pasadena, CA 91103

626.792.6322 www.laneca.org IMPORTANT: Labor Relations Bulletin

# IBEW Local 952 (Ventura County) Inside Wiremen's Agreement

Rates effective July 31, 2017 through December 31, 2017

The **\$0.80** increase effective 7/31/17 will be allocated to pension. Furthermore, \$3.70 will be reallocated from the wage to the pension. Wages for non-journeymen (foremen, apprentices, etc.) are affected proportionately. Accordingly, the wages and fringe benefits will be:

								Emp	oye	Contrib	outic	ons		-		Emp	oloyee De	eductions	
				Wage one A) <sup>(a)</sup>	NEBF (b)	Local ension <sup>(c)</sup>	+	lealth	T	raining	LI	NCC(c)	NEIF <sup>(d)</sup> (NECA only)	AMF (d) (Non-NECA)	COPE/Charity League (e)	Va	cation <sup>(f)</sup>	401(k) (g)	Dues (h)
General Forem	an (1.226 x j	rmn.)	\$	46.24	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%		\$	(3.00)		(5%)
Foreman (1.11	3 x jrmn.)	43.35	\$	41.98	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%		\$	(3.00)	()	(5%)
Journeyman			\$	37.72	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%	Amount	\$	(3.00)	()	(5%)
When cable s	splicing		\$	41.49	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%	varies	\$	(3.00)	()	(5%)
Transportation (75% of Jo	Systems Tecourneyman)	ch.	\$	28.29	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%	See	\$	(3.00)		(5%)
Apprentices	1st Year	40%	\$	15.09	3%	\$ -	\$	7.79	\$	1.00	\$	12	1%	0.5%	footnote (e)	\$	4		-
Indentured after		45%	\$	16.97	3%	\$	\$	7.79	\$	1.00	\$	-	1%	0.5%	below.	\$	4	dead.	***
10/1/2012. **	2nd Year	50%	\$	18.86	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%		\$	-		(5%)
	3rd Year	60%	\$	22.63	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%		\$	-	()	(5%)
	4th Year**	70%	\$	26.40	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%	0	\$	(3.00)	()	(5%)
	5th Year	85%	15	32.06	3%	\$ 16.64	\$	7.79	\$	1.00	\$	0.45	1%	0.5%		\$	(3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (9) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

### Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
1/1/2018	+ \$0.90	+ \$0.05
7/30/2018	+ \$0.85	-
12/31/2018	+ \$0.95	-
7/29/2019	+ \$0.90	-
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	-
9/30/2020	Contract expiration date	

\*Note: Apprentices who were indentured before 10/1/2012 may have a 75% rate during their fourth year. If this is the case, their wage rates are as follows:

Day Shift = \$28.29 Swing Shift = \$33.18 Graveyard Shift = \$37.17 ; All fringe benefits are the same as other 4th year apprentices

6/29/17 Wage Rates/952 Inside/952 Inside 2017-07.pdf

Page 1

Tran. Date	Name	Reference	PO#	Quantity	UOM	Description	Amount
6/30/2016		OOL RENT - JU N		0		POST TOOL RENTAL -	\$387.6
7/31/2016		OOL RENT - JU		0		POST TOOL RENTAL -	\$388.2
8/31/2016		OOL RENT - AU		0		POST TOOL RENTAL -	\$642.7
9/ 30/ 2016		OOL RENT-SEPT		0		POST TOOL RENTAL -	\$649.63
10/ 31/ 2016		OOL RENT-OCT		0		POST TOOL RENTAL -	\$661.30
11/ 30/ 2016		OOL RENT - NO		0		POST TOOL RENTAL -	\$754.00
12/31/2016		OOL RENT - DE		0		POST TOOL RENTAL -	\$887.69
5/31/2017		OOL RENT - AP		0		POST TOOL RENTAL -	\$694.86
5/31/2017		OOL RENT - MA		0		TOOL RENTAL - MAY	\$791.15

Average \$650.82

Date	Vehicle#	Vehicle			To	t Per/Mo
8/1/2016	V0054	2000 CHEVY 1 TON	\$	20.00		
8/31/2016	V0403	2014 GMC SIERRA 1500 P/U	\$	368.00	\$	388.00
9/29/2016	V0351	2006 GMC SIERRA 1500 P/U	\$	4.00		
9/30/2016	V0403	2014 GMC SIERRA 1500 P/U	\$	304.00	\$	308.00
10/31/2016	V0403	2014 GMC SIERRA 1500 P/U	\$	330.00		
	/0409	/ERADO 1500 P/U	\$	96.00	\$	426.00
11/18/2016	V0274	2001 CHEVY 3/4 TON PICKUP	\$	80.00		
11/30/2016	V0403	2014 GMC SIERRA 1500 P/U	S	300.00	\$	380.00
12/30/2016	V0082	2001 CHEVY 1/2 TON PICKUP	\$	114.00		
12/30/2016	V0403	2014 GMC SIERRA 1500 P/U	\$	332.00	\$	446.00
1/31/2017	V0082	2001 CHEVY 1/2 TON PICKUP	\$	112.00		
1/31/2017	V0403	2014 GMC SIERRA 1500 P/U	\$	298.00	\$	410.00
2/2/2017	V0082	2001 CHEVY 1/2 TON PICKUP	\$	32.00		
2/24/2017	V0403	2014 GMC SIERRA 1500 P/U	\$	244.00	\$	276.00
3/31/2017	V0403	2014 GMC SIERRA 1500 P/U	S	344.00	\$	344.00
4/28/2017	V0403	2014 GMC SIERRA 1500 P/U	\$	318.00	S	318.00
5/31/2017	V0403	2014 GMC SIERRA 1500 P/U	S	348.00	S	348.00
6/30/2017	V0403	2014 GMC SIERRA 1500 P/U	\$	352.00	\$	352.00
7/28/2017	V0350	2006 GMC SIERRA 2500 PICKUP	\$	80.00		
7/28/2017	V0403	2014 GMC SIERRA 1500 P/U	\$	288.00	S	368.00

Average \$ 363.67

2241 Jobsite Office

Tran. Date	Name	Reference	PO#	Quantity	UO	Amount
9/ 22/ 2016	PORTA-STOR	INV#241782	903870		0	\$85.00
9/ 22/ 2016	PORTA-STOR	INV#241783	903871		0	\$150.00
10/ 24/ 2016	PORTA-STOR	INV#243284	903870		0	\$85.00
10/ 24/ 2016	PORTA-STOR	INV#243285	903871		0	\$150.00
11/21/2016	PORTA-STOR	INV#244823	903870		0	\$85.00
11/21/2016	PORTA-STOR	INV#244824	903871	(	0	\$150.00
12/ 15/ 2016	PORTA-STOR	INV#246336		(	0	\$85.00
12/ 15/ 2016	PORTA-STOR	INV#246337		(	)	\$150.00
				(		

### **Matt Gobuty**

From: Tina Bytheway

Sent: Thursday, August 17, 2017 9:46 AM

To: Matt Gobuty

Subject: RE: 2241 Communication Expenses

HI Matt,

I sure can, here are the figures:

Iphone Monthly is \$55.42 Data Card: \$27.38 IPAD: \$10.08

Thanks.

Tina Bytheway
Administrative Assistant
Taft Electric Company
An Employee Owned Company
1694 Eastman Avenue
P.O. Box 3416
Ventura, CA 93003
805-654-7923



From: Matt Gobuty

Sent: Thursday, August 17, 2017 9:32 AM

To: Tina Bytheway <tbytheway@taftelectric.com>

Subject: 2241 Communication Expenses

Hi Tina,

Can you help me figure out the monthly expense for Ron Thompson's iPhone and Verizon Internet Card?

Thanks!

Matt Gobuty

Project Manager Taft Electric Company (805) 654-7994



# CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 . (818) 785-1145 . Fax: (818) 785-0588

Job Name:

Site Work

**Total Requested Amount:** 

### LEMONWOOD ELEMENTARY SCHOOL

Please review our cost increases which are a direct result of the job delay per issued schedule dated. June 2017 We have calculated the working hours that are left after June 30, 2017.

Please see attached worksheet.

Site Work	4.22
Building 1 labor increase	\$862
Building 2 labor increase	\$1,909
Building 3 labor increase	\$1,676
Building 4 labor increase	\$1,717
Misc, Items	\$1,634
Zolnay Insulation	\$311

\$700

\$8,810

A	FINAL	2/6/18	2/8/19	c	JUN 31 BILLING G		н Т			lana a	Two
ITEM	DESCRIPTION OF WORK	ORIGINAL SCHEDULE	REVISED SCHEDULE	SCHEDULED VALUE	TOTAL COMPLETED AND STORED	% PERCENT	BALANCE TO FINISH	LABOR HRS TOTAL	LABOR HRS TO FINISH	INCREASE	AMOUNT O
	SITE TRENCHING FOR GAS COMPANY			7,420.00 10,949.00	\$7,420 \$10,949	100%	\$0 \$0	0	0		
	GREASE INTERCEPTOR GAS	6/26/16	8/10/17	28,662.00	\$0	0% 30%	\$28,662 \$10,164	150 80	150 56		
	EXCAVATION BUILDING 1 BALANCE OF THE BILLING			14,520.00			\$10,104	- 50		TOTAL FOR SITE	
	GAS WASTE & VENT UNDERGROUND			70,864.00 113,448.00	\$113,448	100% 100%					
	WASTE & VENT ABOVE GROUND DOMESTIC WATER UNDERGROUND			32,407.00 9,400.00	\$32,407 \$9,400	100%	1				
10.	DOMESTIC WATER ABOVE GROUND STORM DRAIN UNDERGROUND			126,831.00 20,933.00	\$126,631 \$20,933	100%	22.24				
	STORM DRAIN ABOVE GROUND CONDENSATE DRAIN	DELETED FROM C	ONTRACT	47,856.00 27,593.00	\$0 \$24,834	90%	\$47,856 \$2,759	128	13	3,40	\$44
	EXCAVATION WATER HEATER			6,897.00 1,020.00	\$6,897 \$0	100%	\$1,020	8	8	3.40	
	FINISH FIXTURES PIPE INSULATION			122,773.00 3,327.00		3% 75%	\$119,090 \$832	220	205	3.40	\$696
	FIRESTOPPING	- W		2,420.00 2,136.00	\$1,815 \$0	75% 0%	\$605 \$2,136	24	24	3.40	\$82
	PIPE IDENTIFICATION CHLORINATION			1,210,00	\$0	0% 100%	\$1,210	4	4 0	3,40	
	COORDINATION / BIM BUILDING 1 TOTAL:		- T	24,818.00	424,010	100%	7.0	384	253	3.40	
	BUILDING 2 BALANCE OF THE BILING GAS			20,033.00	\$0	0%	\$20,033	90	90	3,40	\$306
	WASTE & VENT UNDERGROUND WASTE & VENT ABOVE GROUND			41,541.00 10,865.00	50	100%	\$10,865	137	137 17	3.40 3.40	
	DOMESTIC WATER UNDERGROUND DOMESTIC WATER ABOVE GROUND			11,910.00 28,145.00	\$3,573 \$0	30%	\$8,337 \$28,145	130	130	3.40	\$442
C 19 I	STORM DRAIN UNDERGROUND STORM DRAIN ABOVE GROUND	DELETED FROM C	ONTRACT	6,256.00 32,750.00	\$0 \$0	0%	\$6,256 \$32,750	13	13	3,40	
	CONDENSATE DRAIN EXCAVATION			4,526,00 2,420,00	\$0 \$2,420	0% 100%	\$4,526	24	24	5,00	
	BACKHOE WATER HEATER			4,720.00	\$0	0%	\$4,720	16 12	16	3.40	\$41
_	FINISH FIXTURES PIPE INSULATION		8/15/17	24,396.00 1,885.00	\$0 \$0	0%	\$24,396 \$1,885	96	96	3.40	3320
	FIRESTOPPING PIPE IDENTIFICATION			363,00 712.00	\$0 \$0	0%	\$363 \$712	8	8	3,40	
	CHLORINATION COORDINATION / BIM			1,210.00 8,900.00	\$0 \$8,900	100%	\$1,210 \$0	0	0	3,40	\$0
	BUILDING 2 TOTAL:							554	547		
_	GAS	12/12/17 8/22/17	7/1/18 3/16/18	14,463.00 19,584.00	\$0 \$0	0% 0%	\$14,463 \$19,584	50 50	60 80	3.40 3.40	\$272
	WASTE & VENT UNDERGROUND WASTE & VENT ABOVE GROUND	12/14/17	7/3/18	8,173.00 7,001.00	\$0 \$0	0%	\$8,173 \$7,001	24 16	24 16	3.40 3.40	\$54
	DOMESTIC WATER UNDERGROUND  DOMESTIC WATER ABOVE GROUND	12/14/17	8/1/18	31,748.00 5,039.00	\$0 \$0	0%	\$31,748 \$5,039	130	130	3.40	\$442
	STORM DRAIN UNDERGROUND STORM DRAIN ABOVE GROUND	10/10/17	7/1/18	11,915.00 4,356.00	\$0 \$0	0% 0%	\$11,915 \$4,356	32 24	32 24	3.40 3.40	
	CONDENSATE DRAIN EXCAVATION	12/12/17	71110	1,815.00	\$0	0%	\$1,815	16 16	16 16	3.40 10.00	
	BACKHOE WATER HEATER	14000	10/15/18	3,766.00	\$0 \$0	0%	\$3,766 \$10,901	32	8 32	3.40 3.40	
	FINISH FIXTURES PIPE INSULATION	4/10/18	10/29/18	10,901.00	\$0 \$0	0%	\$1,573 \$363	8	8	3.40	
	PIPE IDENTIFICATION	3.2		363.00 356.00	\$0	0%	\$356 \$5,874	8	8	3.40 3.40	\$27
	CHLORINATION COORDINATION / BIM	2 L		5,874.00 5,300.00	\$5,300	100%	\$0		0		
	BUILDING 3 TOTAL: BUILDING 4							462	462		100
	GAS WASTE & VENT UNDERGROUND	11/28/17 8/1/17	6/15/18 3/23/18	12,688.00 36,425.00	\$0 \$0	0%	\$12,688 \$36,425	50 92	50 92	3.40 3.40	\$313
	WASTE & VENT UNDERGROUND WASTE & VENT ABOVE GROUND DOMESTIC WATER UNDERGROUND	Silit	5.20,10	11,588.00 11,830.00	\$0 \$0	0%	\$11,588 \$11,830	76 24	76 24	3,40 3,40	\$82
	DOMESTIC WATER ABOVE GROUND	7/17/17		23,380.00 7,425.00	\$0 \$0	0% 0%	\$23,380 \$7,425	120	120	3.40 3.40	\$0
	STORM DRAIN UNDERGROUND STORM DRAIN ABOVE GROUND	11/28/17	6/15/18	15,464.00 5,093.00	\$0 \$0	0%	\$15,464 \$5,093	24	0 24	3.40 3.40	\$82
	CONDENSATE DRAIN EXCAVATION	11/26/17	0/10/18	1,846.00	\$0	0%	\$1,846	16	16 16	3.40 10.00	\$54 \$160
	BACKHOE WATER HEATER		NAME OF THE OWNER, THE	3,368.00	\$0	0%	\$3,368 \$16,973	8 36	8 36	3.40 3.40	\$27
1	FINISH FIXTURES PIPE INSULATION	1/8/18	7/23/18 6/7/18	16,973.00 3,993.00	\$0 \$0	0%	\$3,993		0	3.40 3.40	\$0
	FIRESTOPPING PIPE IDENTIFICATION	= = -		363,00 1,177.00	\$0 \$0	0%	\$1,177	4 8	4 8	3.40 3.40	- \$14
	CHLORINATION COORDINATION / BIM			1,210.00 6,675.00	\$6,675	100%	\$1,210 \$0		0 474	3.40	
	BUILDING 4 TOTAL: MISC.							474	0	3.40	\$0
-	MOVE-IN / SUBMITTALS EQUIPMENT RENTAL			12,100.00 7,744.00	\$12,100 \$0	100%	\$0 \$7,744		0	3,40	\$0
	STORAGE	1 10	AR EXTENTION	3,872.00 1,513.00	\$1,549 \$1,513	40% 100%	\$2,323 \$0		0	3.40 3.40	\$1,000
	CITY LICENSE ADD A NEW YEAR TEXTURA	116	The state of the s	2,606.00 712.00	\$2,606	100%	\$0 \$712	10	10	3.40 3.40	\$34
	CLOSEOUTS / OWNER TRAINING			7 12.00						\$1,634	\$1,634

## Zolnay Insulation, Inc.

918 N. Batavia Orange, CA 92867 CL # 881565 SBE # 1344640 Phone: 714-912-4683 Fax: 714-912-4926

Change Order Proposal

August 7, 2017

City Commercial Plumbing

Attn: Cindy

Subject: Lemonwood Elementary School - Delay Impact

We propose to furnish and install Thermal Insulation on the subject project as Follows:

### Scope:

Labor Costs Increase from July 2<sup>nd</sup> 2017

Labor: 48 hours @ 5.65	\$ 271.20
Material:	\$ 0.00
Mark up 15%	\$ 40.68
Total	\$ 310.88

### **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.



# APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire & Life Safety or Accessibility.

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		DSA File #: 56	- 22
Project Name/School: Lemon	wood K-8 Reconstruction		DSA App. #: 03	- 116026
APPLICANT				
CCD #: 5	Date Submitted: 5/18/16	Attached	Pages?: □No ■Ye	es ( <u>276</u> pages)
Firm Name: SVA Architects,	inc	Contact N	Name: Tom Bardwell	
Email: tbardwell@sva-archtied	ts.com	Phone No	umber: 949-809-3380	
Address: 3 MacArthur Place,	Suite 850			
City: Santa Ana		State: CA	1 4	Zip:92707
A DSA 301-N, DSA 301-P,	or 90-Day Letter has been i	ssued for this pr	oject.	
DESIGN PROFESSIONAL I	N GENERAL BESDONS	IDI E CHARCI		
Name of Design Professiona		NAME OF TAXABLE PARTY.		
C-18		Charge, Hober	Architecture	
Design Professional in Gen Documents have been examinately fittle 24, California Code of Re	ned by me for design inte egulations and the project	nt and appear	to meet the appropri	ate requirements of
Documents have been examinated in the construction of the properties of the properti	ned by me for design integulations and the project.  Rout m. An	nt and appear specifications	to meet the appropri . They are acceptabl	ate requirements of
Documents have been examinated fittle 24, California Code of Rento the construction of the problem of the problem of the DE	ned by me for design integulations and the project pject.  Some M. And SIGN PROFESSIONAL IN GE	nt and appear specifications mens ENERAL RESPON	to meet the approprise. They are acceptable	ate requirements of e for incorporation
Documents have been examinated in the construction of the properties of the properti	ned by me for design integral and the project of the project.  Point M. And SIGN PROFESSIONAL IN GEOMETRICATION CONTINUES CONT	nt and appear specifications mens ENERAL RESPON	to meet the approprise. They are acceptable	ate requirements of e for incorporation
Documents have been examinated in the property of the property	ned by me for design integrations and the project poject.  Program. And the project poject.  ESIGN PROFESSIONAL IN GENT on that all CCD draw professional.  For change (attach additional design of the project of the p	nt and appear specifications specifications  ENERAL RESPONSINGS and calculumal sheets if nong, added sound	to meet the approprise. They are acceptable is in the second in the seco	ate requirements of e for incorporation amped and signed or classrooms in
Cocuments have been examinated the property of the construction of the problem of	ned by me for design integral and the project of the project.  ESIGN PROFESSIONAL IN GENERAL COD draw professional.  In change (attach additional and the project of the project of the professional and the project of the project	nt and appear specifications specifications specifications specifications specifications and calculations and calculations and calculations and specifications are specifications and specifications and specifications are specifications are specifications are specifications are specifications are specifications are specifications.	to meet the approprise. They are acceptable in the state of the state	ate requirements of e for incorporation amped and signed or classrooms in

### Brief Description of construction change (continued from DSA 140 form)

Spec Section 03 3000, Part 2 Article 2.7D - added item 7

Spec Section 23 8119, Part 2

Article 2.1B - deleted text and added York to manufacturers list,

Article 2.3C - changed refrigerant type

Article 2.6E - deleted text

Article 2.7H - revised text

Article 2.7I - deleted text

Spec Section 26 5561

Part 1

Article 1.2G - revised text

Part 2

Article 2.2 - removed Power Distribution paragraph

Article 2.2 - removed Control Equipment Racks paragraph

Article 2.2 - removed items 4 and 5 from Control Receptacle Stations and Junction Boxes (CRS)

Article 2.2 – removed paragraph D: Ethernet Switches

Article 2.2 - removed paragraph E: Ethernet Patch Panel

Article 2.2 - removed paragraph F: Uninterruptible Power Supply (UPS)

Article 2.2 - revised text in paragraph C, items 1-6 and added item 7

Article 2.3 - revised text in paragraph F: Stage Managers Control Panel

Article 2.3 - deleted item before F4

Article 2.4 - removed item B2, removed paragraph before C

Article 2.4 - revised text in paragraph C

Article 2.4 - added paragraph D

Article 2.5 - deleted items 1 to 5 under paragraph A

Article 2.5 - revised text in item 2 under paragraph B

Article 2.5 - removed paragraph C and D

Article 2.6 - removed paragraph A, item 2

Article 2.6 - removed paragraph B, item 2

Article 2.6 - removed paragraph C

Part 3

Article 3.1 - removed paragraphs E and F

Article 3.3 - revised text in paragraph A, item 1

### **Lemonwood K-8 Reconstruction List of Sheets**

### Specifications:

Section 03 3000

Section 23 8119

Section 26 5561

### **Red Built Calcs:**

Type: A1DXX

Type: B2D

Type: B2DX

Type: B3D

Type: B3DX

Type: B4D

Type: B4DX

Type: B7D

туре. вто

Type: B7DX

Type: B12D

Type: B14D

Type: B14DX

Type: B15D

Type: B16D

Type: B17D

Type: B18D

Type: B18DX

Type: B20D

Type: B22DX

Type: B26D

Type: B28D

Type. bzob

Type: B29D

Type: C1D

Type: C2D

Type: C6D

Type: D1

Type: D2

Type: D2D

Type. DZD

Type: D3

Type: D4 Type: D4D

Type: D8

Type: DH

### Structural Calcs:

S-112A

S-611 and S-622

M-60.1

### Drawings:

A-11.2A A-11.2B A-60.1 S-112A S-112B S-113A S-122 S-123 S-132 S-142 S-611

Red Built page 3 Red Built page 4

S-622

S-900

Red Built page 5 Red Built page 6

Red Built page 7

Red Built page 9

Red Built page 11 Red Built page 12

Red Built page 12

Red Built page 14

Red Built page 15

M0-0.1

M0-0.2

M0-0.3

M1-11.2A

M1-11.2B

M1-11.3A

M1-11.3B

M2-11.1

M2-11.2

M3-11.1

M3-11.2

,,,,

M4-11.1

M4-11.2

M-60.1

M-61.1

M-61.2

M-61.3

M-62.1

M-62.2

M-62.3

M-62.4

M-62.5

M-62.6

M-62.7

M-62.8

M-62.9

M-62.10

M-62.11

TL2.1.1

TL2.1.2

TL6.0.1

TL8.1.1

TL9.1.1

TL9.2.1

TR2.1.1

## Lemonwood K-8 Reconstruction CCD 5 Narrative

### Architecture

- A1-11.2A: provided sound mat note on floor plans
- A1-11.2B: provided sound mat note on floor plans
- A-60.1: Added sound control mat to detail

### Structural

- S-112A: Corrected detail references per DSA comment

  Updated framing near grids A-B and 5-6 per DSA comment
- S-112B: Updated detail references per DSA comments
- S-113A: Corrected detail references per DSA comments
  - Updated equipment layout and weight per MEP
- S-122: Updated equipment layout and weight per DSA comment and MEP
- S-123: Updated equipment layout and weight per DSA comment
- S-132: Updated equipment layout and weight per DSA comment
- S-142: Updated equipment layout and weight per DSA comment
- S-611: Added soundboard note to details
- S-622: Added soundboard note to details
- S-900: Details 7 and 8, new details per DSA comments as referenced on S-112A

#### Red Built

- Page 3 of 15: added hand written details and notes from DSA approved drawings
- Page 5 of 15: double truss at screen wall kickers and parallel soffit per structural drawings (S-132)
- Page 6 of 15: double truss at screen wall kickers per structural drawings (S-142)
- Page 7 of 15: deleted note
- Page 9 of 15: removed clouds from profile, added all reference sheets to submittal
- Page 12 of 15: removed clouds from profiles, only calcs were affected
- Page 13 of 15: removed clouds from profiles, only calcs were affected
- Page 14 of 15: removed clouds from profiles, only calcs were affected
- Page 15 of 15: removed clouds from profiles, only calcs were affected

### Mechanical

- M0-0.1: Removed bubble and strikeout for M0-0.4. We will add this sheet back to the drawing set and bubble accordingly to indicate removal of attenuators.
- M0-0.3: Bubbled Gravity Relief Hood Schedule.
- M0-0.4: Bubbled Duct Silencer (Sound Attenuator) Schedule and added note to eliminate all Sound Attenuators on project.
- M1-11.2.A: Indicated areas where Sound Attenuators had been removed and ductwork changes for AC17-1-2.
- M1-11.2.B: Indicated areas where Sound Attenuators had been removed.
- M1-11.3.A: Removed bubble that doesn't pertain.
- M1-11.3.B: Removed bubble that doesn't pertain.
- M2-11.1: Bubbled areas reflecting new ductwork, new fan coil, and removal of existing ductwork.
- M2-11.2: Added note to see schedule on M0-0.3 for Gravity Relief Hoods.
- M3-11.1: Indicated areas where Sound Attenuators had been removed.
- M3-11.2: Removed bubble that doesn't pertain.
- M4-11.1: Indicated areas where Sound Attenuators had been removed.
- M60.1-Detail 13: Revised power exhaust support detail

### Theatrical

### Sheet TL2.1.2

a. Added revision clouds

### Sheet TL8.1.1

- b. Detail 8:
  - Added reference to ceiling detail 2/A64.2, which includes the hat channels shown in detail.
  - Modified callout for safety cable by indicating size and snap hook, and that the cable is provided
    by the manufacturer to meet the backup restraint requirement for a UL 1573 rated stage lighting
    luminaire.
  - Added second view to show the attachment path for the safety cable.

### Sheet TL9.2.1

c. Added revision clouds

### Sheet TR2.1.1

d. Added revision clouds

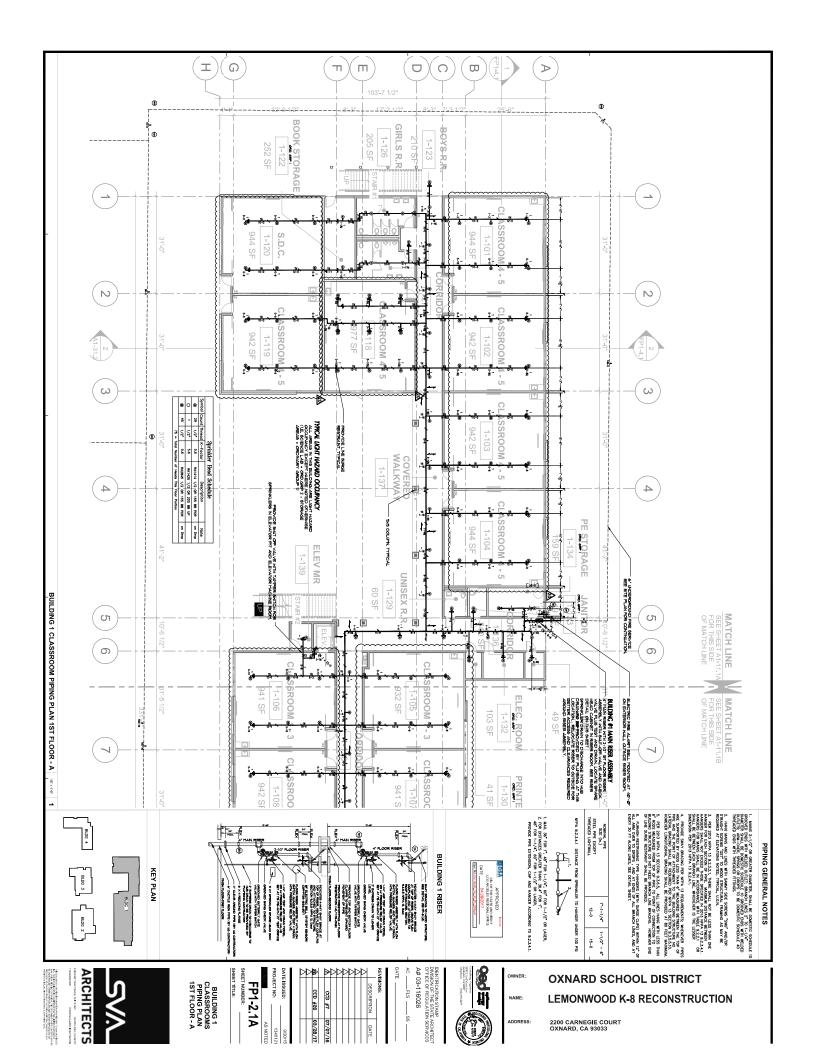


# APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire & Life Safety or Accessibility.

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: Oxnar	d School District			DSA File #: 56	- 22
Project Name/School: Lemoi	nwood K-8 Recons	struction		DSA App. #: 03	- 116026
APPLICANT					
CCD #: 20	Date Submitted:	3/30/2017	Attached P	ages?: □No ■Y	′es ( <u>6</u> pages)
Firm Name: SVA Architects	L			me: Tom Bardwell	
Email: tbardwell@sva-archite	ects.com		Phone Num	nber: 949-809-3380	0
Address: 3 Mac Arthur Place	e, Suite 850				
City: Santa Ana			State: Ca		Zip:92707
A DSA 301-N, DSA 301-F	or 90-Day Letter h	nas been issue	ed for this proj	ect.	
DESIGN PROFESSIONAL	IN GENERAL RI	ESPONSIBL	E CHARGE		
Name of Design Profession				Simons	
Professional License #: C-			Discipline:		
Design Professional in Ge Documents have been exar Title 24. California Code of	mined by me for de			meet the approp	
Documents have been exar Title 24, California Code of into the construction of the part Signature:	mined by me for de Regulations and the project.	ne project spe n. Armens	ecifications.	meet the approp They are accepta	
Documents have been exar Title 24, California Code of into the construction of the parameters.	mined by me for de Regulations and the project.  Robot N DESIGN PROFESSIO	ne project spe M. Armons ONAL IN GENER	ecifications.   RAL RESPONS	o meet the approp They are accepta	ble for incorporation
Documents have been exar Title 24, California Code of into the construction of the part Signature:	mined by me for de Regulations and the project.  DESIGN PROFESSION CONTINUE THE PROPESSION PROFESSION CONFIRM THAT All CONTINUE THE PROPESSION CONFIRM THAT ALL CONTINUE THE PROPESSION CONTINUE THE P	ne project spe M. Armons ONAL IN GENER	ecifications.   RAL RESPONS	o meet the approp They are accepta	ble for incorporation
Documents have been exartitle 24, California Code of into the construction of the Signature:  CHECK THIS BOX:	mined by me for de Regulations and the project.  DESIGN PROFESSION CONTRACTOR	he project spending.  ONAL IN GENER  CCD drawings  ach additional	ecifications.  RAL RESPONS s and calcula I sheets if ne	o meet the approp They are accepta  SIBLE CHARGE  ations have been seeded):	stamped and signed
Documents have been examinated the construction of the process of	mined by me for de Regulations and the project.  DESIGN PROFESSION CONTRACTOR CONFIRM that all CONTRACTOR CONT	n. Amons  ONAL IN GENER  CCD drawings  ach additional ted to reflect th	RAL RESPONS s and calcula I sheets if ne he additional h	o meet the approp They are accepta SIBLE CHARGE ations have been seeded): leads in the Classro	stamped and signed
Documents have been examinated the California Code of Into the construction of the Signature:  CHECK THIS BOX: To by the Responsible Design Brief description of construction of construction of the Spring Specified rooms shown.	mined by me for de Regulations and the project.  DESIGN PROFESSION PROFESSION Professional.  Interest of the professional	n. Amons  ONAL IN GENER  CCD drawings  ach additional ted to reflect th	RAL RESPONS s and calcula I sheets if ne te additional h	o meet the approp They are accepta SIBLE CHARGE ations have been seeded): leads in the Classro	stamped and signed



ARCHITECTS

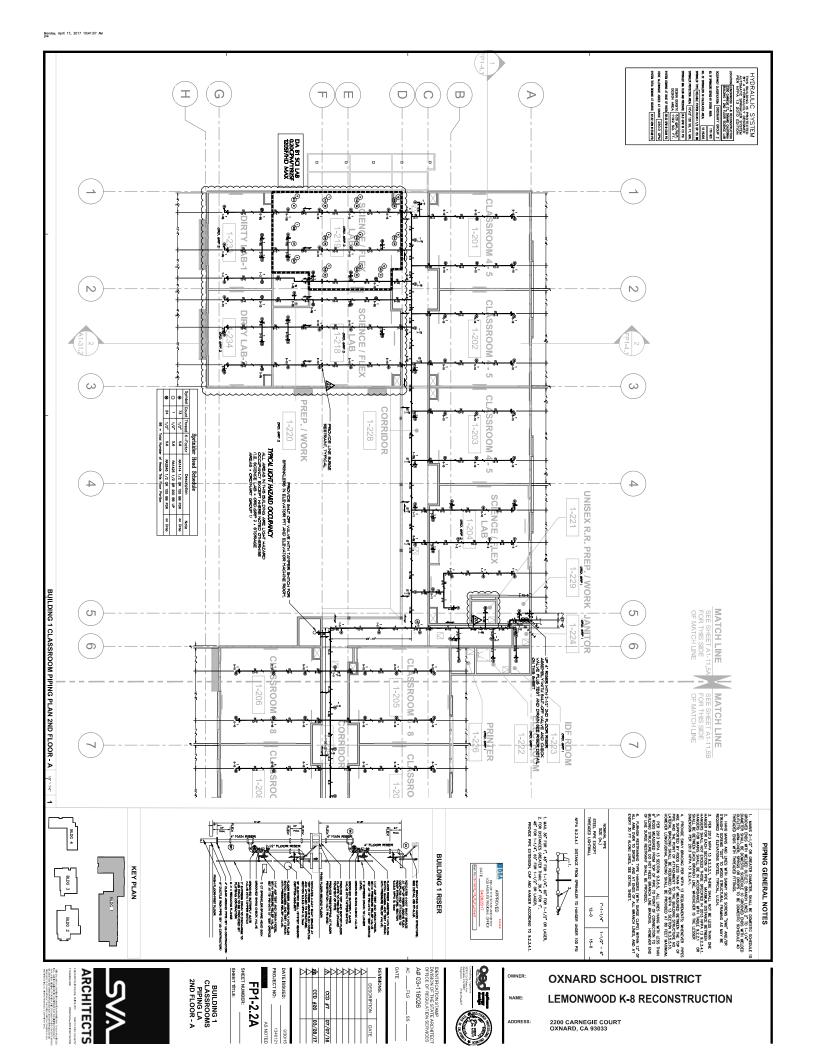
BUILDING 1 CLASSROOMS PIPING PLAN 1ST FLOOR - B

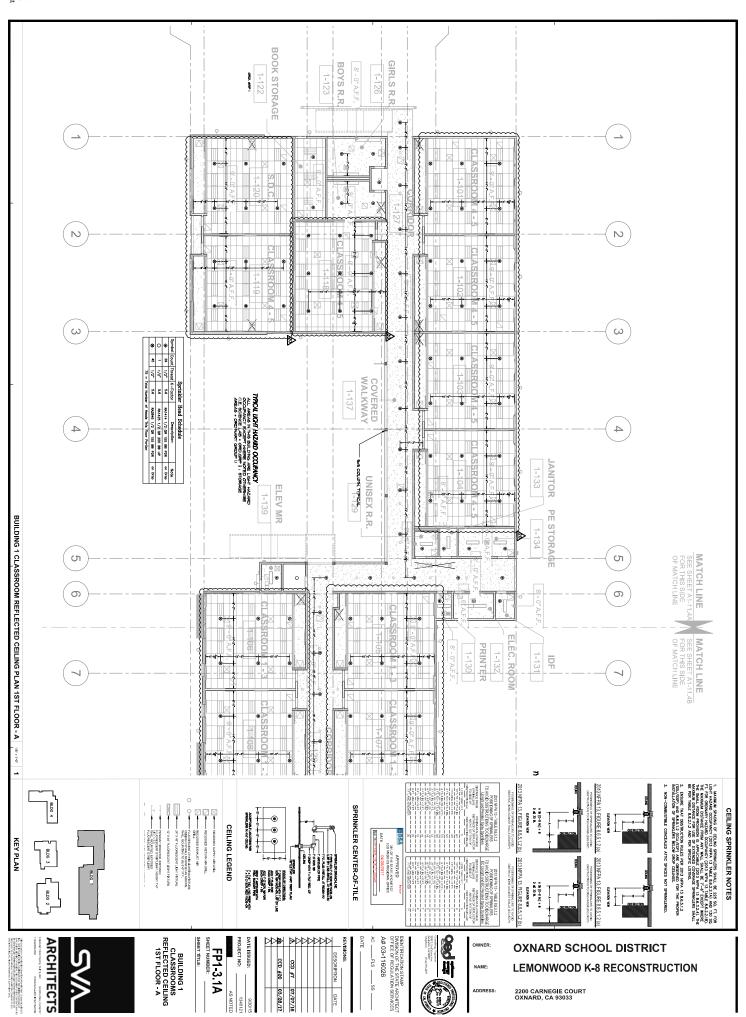
FP1-2.1B

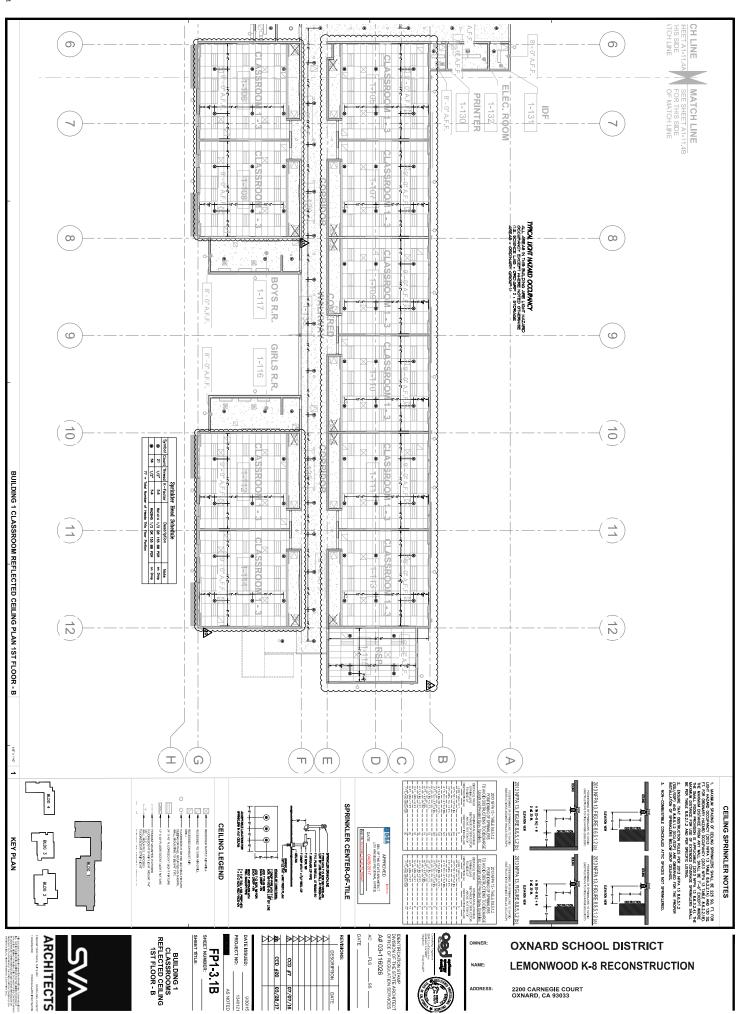
ROJECT NO:

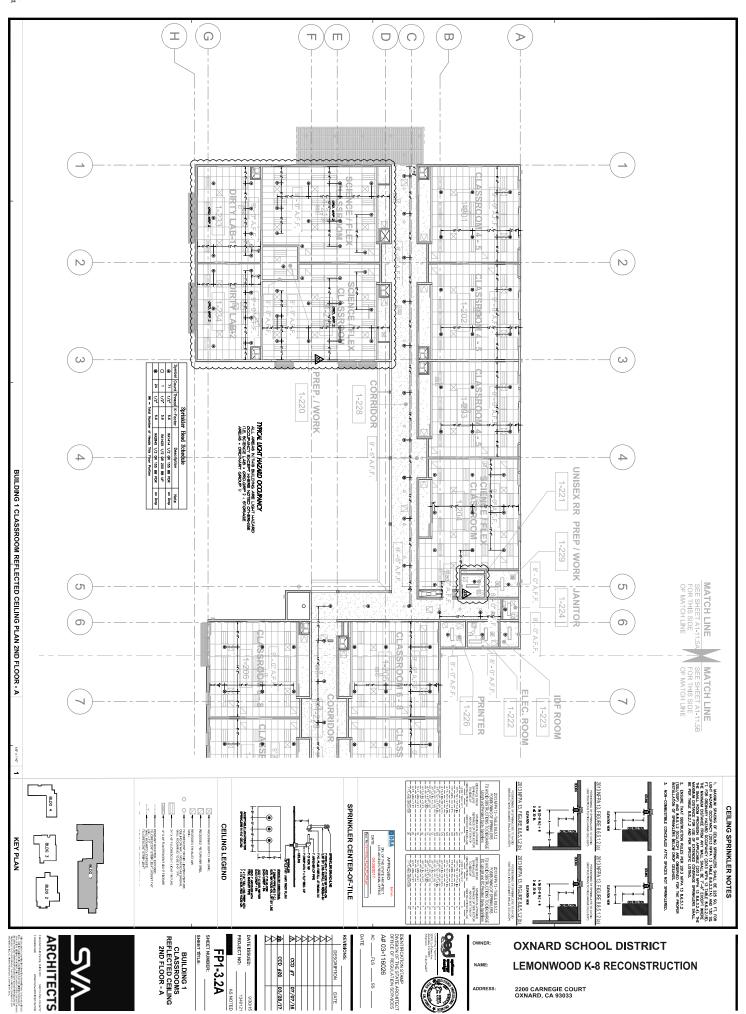
A# 03-116026 DESCRIPTION

**LEMONWOOD K-8 RECONSTRUCTION** 











February 12, 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. 0263 Bulletin 46 Add AV infrastructure in Rm. 321

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install required backing, conduit, boxes, drywall removal and replacement, added trim for installation of AV monitor per Bulletin #46

Phase	Category	Description	Subcontractor	Quote
024100	71140	Drywall removal and replacement, remove and replace insulation	SWINERTON	1,107.26
061000	71140	Additional wood blocking	ABDELLATIF ENTERPRISES, INC.	1,043.28
092900	added trim for installation of AV monitor per Bulletin #46		RUTHERFORD CO., INC.	1,419.0
095100	71140	Remove and replace ceiling grid to accommodate wall removal	HAMILTON CEILING SYSTEMS INC.	1,198.9
260010	71140	Furnish and install required backing, conduit, boxes, drywall removal and replacement, added trim for installation of AV monitor per Bulletin #46	TAFT ELECTRIC COMPANY	1,906.00
			Subtotal	6,674.51
007480	71160	Subguard	1.15%	76.76
007410	71160	Builders Risk	0.6%	40.51
007420	71160	General Insurance	1.15%	77.64
007510	71160	P&P Bond	1%	66.75
991000	79999	Change Order Fee	5%	343.47
			Markup Subtotal	605.13
			PCI Total	7,279.64



### 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.

Upon acceptance of this change order request, a for acknowledges that Swinerton Builders has proceeded	
If you have any questions or comments pertaining to	this matter, please contact the undersigned.
Sincerely, Swinerion/Builders	Quotation accepted by: Oxnard School District
Date: $\frac{2}{12}/2018$	By:
	Smifer Mc Jabe CFW Program Mo

## Swinerton Builders Concrete Daily Extra Work Agreement

PROJECT: LEMON WOOD			DATE	: 11/29	17	DAY	: WEDS	5.
PROJECT: LEMON WOOD	K-8		B JOB NO	1605	5/06		_	
PEINSTALL DIW	Bul	ETIS	+46					2
KEINSTALL DIN	KE-	INSU	IATE	WATIS	> Cor	MPE	STE 2	
PATCHES IN K	om 115	> \$	CLEAN	1-up	-			
11 - Dá 1	11	De		2.11		2	Show	4'0
SH DÉNUB TO D/W DELIUBR	HOMB	5	POT	FICK	The same	2 SHTS	Lex	100
DIM DELINBE	- 10	SITE	1 3	Noce	IN	1	13	
			LABOR				-	
EMPLOYEE	CLASS	S.T.	HOURS O.T.	D.T.	S.T.	RATE O.T.	D.T.	AMOUNT
PETER WATTS	FJM	4	0.1.	D.1.	90.72	0.1.	D.1.	4 €
SARY HACKLEZ	Supt	2			120.42			24
SARY TIMELOR	Supi				120.12			
		NA.	IATERIAL	6			otal Labor	6
DESCRIPTION /	.O.*/QT	RATE	COST	TAX	FREIGHT	MAF	RK-UP	AMOUNT
DESCRIPTION SHT 5/8×4×8 D/W			20-					40-
	-					16	%	
	FOI	HOMENT	SUBCON	TRACTOR	25	Tota	l Materials	
DESCRI		on menu	7000001	HOURS	RATE	COST	MARK-UP	AMOUNT
n MAI						OTAL FO	UD /CUDIC	
/ /// 2///		1	/				UP./SUB'S GE TOTAL	
1 1		1/20%	2					7 708
	/	71/1	-					

Swinerton Builders Concrete
Daily Extra Work Agreement

CUSTOMER:			DATE	:11/2	1/17	DA	Y: TUES	DAY
PROJECT: LEMON WOO	OD K-	8 s	B JOB NO	1605	5106			1
CONTRACT NO.	_ WO NO.		SB COS	Γ				
DESCRIPTION OF WORK:  REMOVE 2 LA  ROOM 115 F  B' SECTION  CEILING FOR	2 2004	ot	JAN C	ON TH	E SO	Pema	WALL	0F 4'x
8 SECTION	Delo	W CE	SITIN	120	N.	70	HEOUS	3
DERRIS	HUDED	6/6	CHACK	T. E	20/-//00		JEAN -	4/5
			LABOR					
EMPLOYEE	01.400		HOURS			RATE		AMOUALT
PETER WATTS	FJM	S.T.	O.T.	D.T.	S.T. 90.72	O.T.	D.T.	AMOUNT 4
								\$ 362.88
								- 1
		N/I	ATERIAL	9			Total Labor	4
DESCRIPTION	.O.*/QT	RATE	COST	TAX	FREIGHT	MAI	RK-UP	AMOUNT
					NOO)	D		36.29
						Tota	al Materials	
		UIPMENT	SUBCON	TRACTOR				
DESCR	RIPTION			HOURS	RATE	COST	MARK-UP	AMOUNT
		_						
00011						TOTAL EC	QUP./SUB'S	
11/2/11		11					GE TOTAL	- 0
K. Calleto		1/21/17	1				_	399.1
SWINERTON REPRESENTATIV	E	PATE		OWNER'S	REPRESE	NTATIVE		DATE



### DAILY TIME AND MATERIAL RECORD

Labor Description:  Nicolas rodriguez5 Hrs.  Omar Ramirez 5 Hrs	Date Performed: Date of Report: CD No.:  Sociated With Ref#  Bulleting
Description of Added Scope of Work:  Add blocking per Bulleting # 46  No Cost Change X Cost Change Costs Ass  Labor Description:  Nicolas rodriguez5 Hrs.  Omar Ramirez 5 Hrs	CD No.:
Description of Added Scope of Work:  Add blocking per Bulleting # 46  No Cost Change X Cost Change Costs Ass  Labor Description:  Nicolas rodriguez5 Hrs.  Omar Ramirez 5 Hrs	
Add blocking per Bulleting # 46  No Cost Change X Cost Change Costs Ass  Labor Description:  Nicolas rodriguez5 Hrs.  Omar Ramirez 5 Hrs	ociated With Ref#Bulleting
□ No Cost Change X Cost Change Costs Ass abor Description:  Nicolas rodriguez5 Hrs.  Omar Ramirez 5 Hrs	ociated With Ref# Bulleting
Labor Description:  Nicolas rodriguez5 Hrs.  Omar Ramirez 5 Hrs	ociated With Ref# Bulleting
Nicolas rodriguez5 Hrs. Omar Ramirez 5 Hrs	
Omar Ramirez 5 Hrs	
total 10 Hrs @ 990.72	907 20
total forms (	3/00
total 10 Hrs @ \$90.73	136
	907 00 136 \$ 10 43 28
	101
Material Description:	
$\Omega$	
/ 1/2///	
1/1/1///- 02	//
proval Issued By: ( ARIS & A	nenon 17/15/12



### Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039

Phone: (323) 666-5284 / Fax: (323) 665-0328

E-MAN F

RCI Job #: RCI COR #: 01/03/18 16-075 078

GC Tracking #:

CHANGE ORDER REQUEST

### GIANCE OIL

To: Swinerton Builders

ATTN .: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

### DESCRIPTION OF WORK:

OTP #28782 Bulletin #46 Taping

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	8	HRS	\$ 606.08	
	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	\$ 1-0	
	Doubletime-Journeyman	\$0.00	0	HRS	\$	
MATERIAL		\$20.00	0	Tax	\$ 21.80	
EQUIPMENT	Scissor Lift	\$100.00	0	Day	\$	
		\$0.00	0	Day	\$ 1.0	
		\$0.00	0	Day	\$ -	
SCAFFOLD		\$0.00	0	Day	\$ 2.5	
SUBS/MISC.						
FREIGHT/DELIVER	Y	\$200.00	0	LS	\$	
MANERA TO THE THE ARMY		\$0.00	0	LS	\$	
		\$0.00	0	LS	\$ 	
			SU	BTOTAL	\$ 627.88	
		15.0%	OHP N	MARKUP	\$ 94.18	

### 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."

n	hmitted	D

Project Manager

Approved By:

722

COR TOTAL: \$

Rutherford Co., Inc.



ORDER TO PROCEED NO.: 28782

DATE: DEC. 4 2017
RCI EMPLOYEE: PAPILLA

Lath/Plaster/Drywall/Fireproofing/EIFS 2107 Crystal Street Los Angeles, California 90039 Telephone (323) 666.5285

CDR #078

## **AUTHORIZATION FOR EXTRA WORK**

LOCATION OF WORK:	PAGE:		COLUMNS:	DETAIL:
			THRU	
ESCRIPTION:	· ta \		1 +	
AS per 30	vivarton su	POVINT	avacui	
TAPE 2N	A 1. COOT	Las	Fire tape	
South SI	da woll	6N (	BUILETIN #	416
Room : 115	RSP			10
ABOR & MATERIAL BREA	KDOWN	,		
FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATE	RIALS
1 MON	BHVS	8	4.5	
		5	<u>1</u> Beg	20 MIN 2
			1 BOX	THT MUD
TOTAL MEN:		TOTAL:		
TO TALL WILLY		R		
		0		
QUIPMENT RENTAL: (1 DA	Y MINIMUM ON ALL RENTALS)			
UCKING	SCISSOR LIFTS	FIREPROOF PL	IMPS	
ELDERS	CEMENT PUMPS	MIXERS		
MPRESSORS	FORKLIFTS	SCAFFOLD	$ \sim 1$	011
DLLING UNITS			/ //	12/11
				1 1/1
ORK ACCEPTED & COMPLETED		AUTHORIZ	ZED SIGNER	1000
RK ONGOING			_	0.11
		CC	INTRACTOR: SWINGY	ton Builde
			0/-	/
			DATE: 12/5/	17
RCI COR#			11	- 7
		PRI	NTED NAME: (HR	IS DARRAY

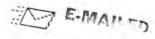


### Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039

Phone: (323) 666-5284 / Fax: (323) 665-0328

www.rutherfordco.net



RCI Job #:

RCI COR #:

GC Tracking #:

01/03/18 16-075 079

## **CHANGE ORDER REQUEST**

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

### **DESCRIPTION OF WORK:**

OTP #28783 Bulletin #46 Taping

BREAKDOWN:		HR. RATE	QTY.	UNIT		AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	8	HRS	\$	606.08	
	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.			Section 1		72.7	4-1-5-7-2	
FREIGHT/DELIVER	Υ	\$200.00	0	LS	\$		
. Landing Control		\$0.00	0	LS	\$	110.1	
		\$0.00	0	LS	\$	-19	
			SU	BTOTAL	\$	606.08	
		15.0%	OHP N	MARKUP	\$	90.91	

### 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."

n		144-4	D.	
่อน	рm	itted	DV	

Project Manager

Approved By:

COR TOTAL: \$

697

Rutherford Co., Inc.

ORDER TO PROCEED NO.: 28783

DATE: DEC. 5 2017
RCI EMPLOYEE: DAFAEL PAD

UTHERFORD CO INC.

Lath/Plaster/Drywall/Fireproofing/EIFS 2107 Crystal Street Los Angeles, California 90039 Telephone (323) 666.5285

COR#079

## **AUTHORIZATION FOR EXTRA WORK**

OCATION OF WORK:	PAGE:	C	DLUMNS:	DETAIL:
			THRU	
SCRIPTION:		- 1		111
AS por s	windron B	v i Idar	-s supar	intanden7
2007	and 3 (00)	- 1	Finish S	maina
500th	sida well	on 1	30 latin =	11-47
Room 1	15 RSP	0.0	oo na m	1. 40
	30 1001			
6.00				
ABOR & MATERIAL BREA	KDOWN			
IELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	N.	MATERIALS
1 MEN	8Hrs	8		
		-		
TOTAL MEN.		TOTAL:		
TOTAL MEN:		8		
QUIPMENT RENTAL: (1 DA	Y MINIMUM ON ALL RENTALS)			
UCKING	SCISSOR LIFTS	FIREPROOF PUR	MPS	
LDERS	CEMENT PUMPS	MIXERS		
MPRESSORS	FORKLIFTS	SCAFFOLD	- ^	1001
LLING UNITS				112111
			//	14.1/1
RK ACCEPTED & COMPLETED		AUTHORIZ	ED SIGNER:	- DOUBOU
RK ONGOING			Guai e	+ D:1
		co	NTRACTOR: SWIN	arton Build
			,0 /	1,7
			DATE: 12/0	9/17
RCI COR#			//	10 6
		DDIA	TED NAME:	14/17 100

## 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**

			70.55	1 E
ROPO	OSED CHANGE	AMOUNT:	\$1,198	.97
		DES	CRIPTION OF WORK TO E	E PERFORMED
٠	Grid and t	ile in Room 1	15 per Bulletin #46	
	Material: Labor:	\$111.63 \$930.96	12 hrs. x \$77.58	
	Subtotal	\$1,042.59		
٠	P&0	\$156,39		
	Total	\$1,198.97		
lease	ted by:	any questions.		
	larrington			
ohn H efore rder r	work commen	ces and materials on General Contra	are ordered this change order actor standard form to proceed	must be accepted in writing and an original Change Date:



## Change Order Request

Page 1

Detailed, Grouped by Each Number

	monwood negie Court CA 93033		Project # 2241 Tel: Fax:		Taft	Electric Compan
	Order Req	uest: 066				Date: 11/17/201
То:	Bill Gray Swinerton B 865 S. Figue Los Angeles		From:	Matt Gobuty Taft Electric Com P.O. Box 3416 Ventura, CA 930		
Descrip	tion			Category	Status	
	6 TV in RSP	Room			submitted	
Referen	ce		Required	і Ву	Days Req	Amt Rec
Bulletin 4	6		11/24/201	7	0	1,906
This quote than 30 d	ays.		bove date. We reserve our rig			approval take longer
This quote than 30 d Attached Matt Gobi Project M (805)654-	ays. is the back up uty anager -7994	0 calendar days from the a	all should you have any question		roposal should the	approval take longer
This quote than 30 da	is the back up uty anager .7994	0 calendar days from the a	all should you have any question	ons.	roposal should the	
This quote than 30 d Attached Matt Gobi Project M (805)654-	ays. is the back up uty anager .7994  Date tion	0 calendar days from the a	all should you have any question	ons.	roposal should the	

Printed on: 11/20/2017 TaftProlog

Prolog Manager

## TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	66	
				CUST RFP#:		
COR DESCRIPTION:	Bulletin 46 Added	TV in RSP		DATE:	11/17/2017	

TAKE OFF				
DESCRIPTION	MATERIAL	HOURS		
Add TV to RSP	\$97.76	12.00		
Layout & Coordiantion	\$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		
TO:	TAL \$97.76	14.00		

TAKEOFF MATERIAL % DESCRIPTION AMOUNT			
0.00%		\$0.00	
7.75%	SALES TAX	\$7.58	
0.00%		\$0.00	
0.00%		\$0.00	
	SUBTOTAL MATERIAL	\$105.34	
15.00%	OVERHEAD & PROFIT	\$15.80	
	TOTAL TAKEOFF MATERIAL	\$121.14	

VENDOR	QUOTED MATERIAL 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

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
Pacificom	AV cable & Connections	\$556.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$556.00
5.00%	OVERHEAD & PROFIT	\$27.80
	TOTAL SUBCONTRACTS	\$583.80

TYPE	ABOR EXPI	RATE	AMOUNT
STRAIGHT TIME		\$84.42	\$1,181.88
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$1,181.88
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	AL LABOR	\$1,181.88
	707	LIABOR	\$1,181,88

	DIRECT JOB EXPENSES	A CONTRACTOR OF THE PARTY OF TH
%	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%	<b>EQUIPMENT RENTAL</b>	\$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	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$0.00

4	CHANGE REQUEST SUMMARY			
	TAKEOFF MATERIAL	\$121.14		
	QUOTED MATERIAL	\$0.00		
	SUBCONTRACTORS	\$583.80		
	LABOR EXPENSES	\$1,181.88		
	DIRECT JOB EXPENSES	\$0.00		
5	SUBTOTAL CHANGE REQUEST	\$1,886.82		
0.00%		\$0.00		
0.00%		\$0.00		
1.00%	BOND COSTS	\$18.87		
CH	ANGE PROPOSAL TOTAL	\$1,906		



SVA Architects, Inc.

3 MacArthur Place, Stitte 8500 Santa Ana, California 92707 T 949,869,3380

min@sva-arcintects.com www.sva.architects.com

### Lemonwood K-8 Reconstruction Bulletin # 46 Narrative

Revision: 10/23/2017

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 Architectural and Electrical drawings Drawings:

- A. A1-41.4:
  - a. Added TV and TV mount on south wall of RSP room
  - b. Removed middle marker board to accommodate TV mount
  - c. Provide control panel below TV
- B. E1-2.1B:
  - Added one power outlet for television for room 1-115. Connect to existing circuit.
- C. E1-3.1B:
  - a. Indicated location of control box and control panels for RSP 1-115
  - b. Provided (2) Cat-6a cables for control boxe in the ceiling
  - c. Provide (3) HDMI to control panels. WP-HD Decora style.
  - d. Provide (1) Serial Cable with decora terminal to each TV typical.
  - e. Connect each control box to the nearest general 120 V receptacle circuit via ¾" C and 2#12, #12G.

### Drawings

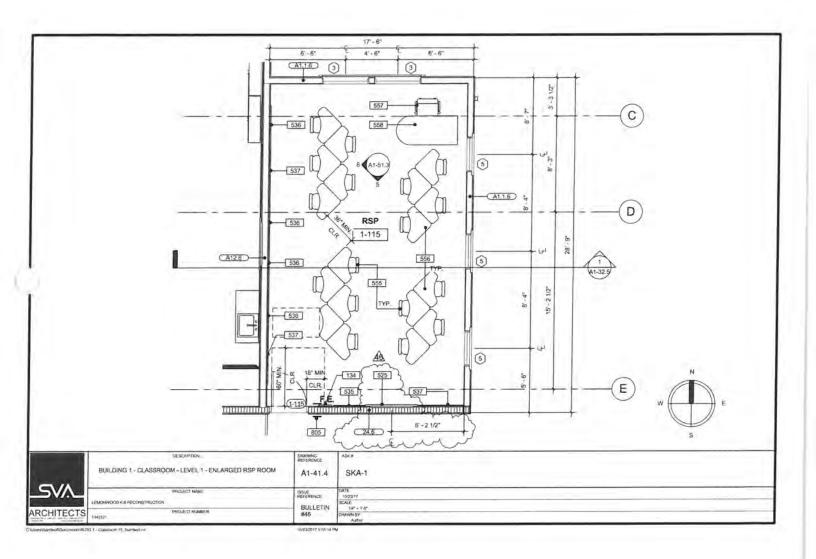
A1-41.4 - Classroom - Building 1 - Enlarged Classroom Plans

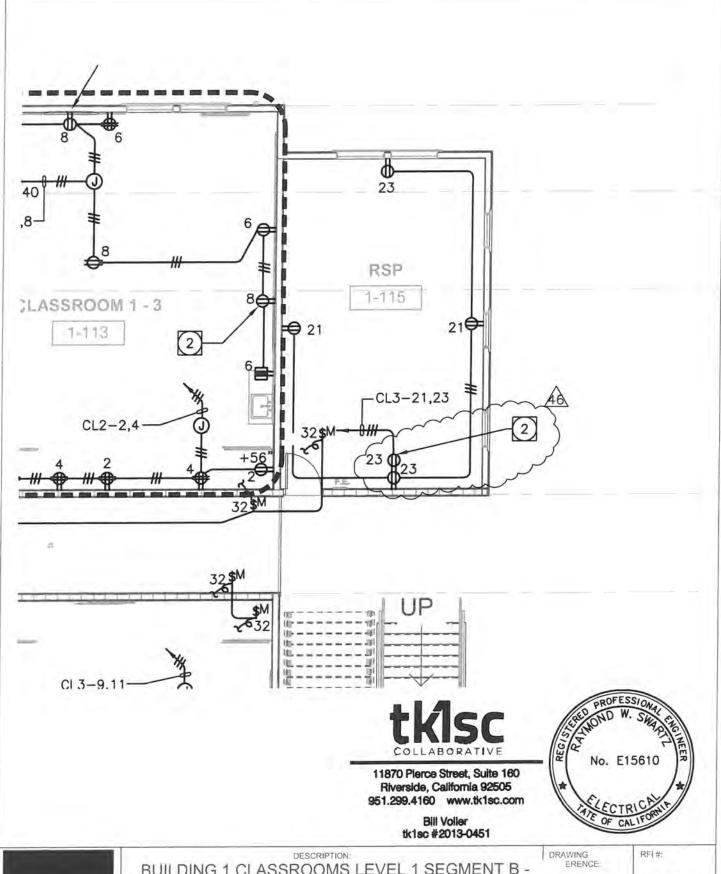
E1-2.1B - Building 1 - Classroom - Level 1 - Segment B - Electrical Plan

E1-3.1B - Building 1 - Classroom - Level 1 - Segment B - Signal Plan

### Distribution:

District Contractor IOR







BUILDING 1 CLASSROOMS LEVEL 1 SEGMENT B -POWER PLAN

E1-2.1.B

46

PROJECT NAME:

LEMONWOOD K-8 RECONSTRUCTION

PROJECT NUMBER:

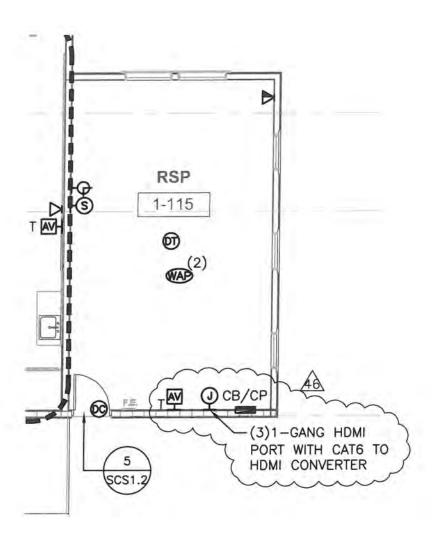
1340121

ISSUE REFERENCE

ESK-1

10-25-2017 SCALE

1/8"=1"-()" DRAWN BY





11870 Pierce Street, Suite 160 Riverside, California 92505 951.299.4160 www.tk1sc.com

> Bill Voller tk1sc #2013-0451





DESCRIPTION:

SIGNAL PLAN SOUTH SIDE CLASSROOM - LEVEL 1 AND 2 (TYP.)

PROJECT NAME:

LEMONWOOD K-8 RECONSTRUCTION

PROJECT NUMBER:

1340121

DRAWING REFERENCE:

E1-3.1B

BULLETIN #

46

ISSUE REFERENCE:

DATE

ESK-2

10-25-17 SCALE 1/8"=1'-0" DRAWN BY

Job ID: 2241 LEMONWOOD COR Project: 2241 Lemonwood COR



### Takeoff

Citation in the i	pr: TAFT Labor Level: LABOR							
Region: COR 064	TV RSP							
						Material	Material	
Item #	Qty	U/M	Q/M	Size	Description	Unit	Result	
TITLE	2		М	3/4"-1"	TELE/DATA 2G	0.0000	0.00	
150121	2	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1 > 3/4KO	6.0005	12.00	
150138	2	EA	M	3/4"RISE 10.0-CI	2G 4-11/16" PLASTER-RING	5.9880	11.98	
140559	2	EA	M	TELE/DATA	2G STAINLESS STEEL PLATE	3.1789	6.36	
160721	2	EA	М	16"	WALL BOX HANGER + BRACKET	6.8900	13.78	
160572	12	EA	M	#10 x 1"	TEK SCREW	0.0365	0.44	
10049	0	FT	М	1 1/4	EMT	1.3069	0.00	
30169	2	EA	M	1 1/4	EMT DI-CAST-SS INS-THROAT CONN	1.5980	3.20	
30166	2	EA	М	1/2	EMT DI-CAST-SS INS-THROAT CONN	0.2365	0.47	
102	3		М		FIREBLOK PADS	7.8999	23.70	
160822	2	EA	M	1/2	EMT 2-HOLE STEEL STRAP	0.2304	0.46	
160825	1	EA	M	1 1/4	EMT 2-HOLE STEEL STRAP	0.8640	0.86	
40174	2	EA	M	1 1/4	PLASTIC BUSHING	0.8007	1.60	
TITLE	1		M		BOX + WALL SUPPORT	0.0000	0.00	
150006	1	EA	М	1-1/2"D 21.0-CI	4"SQ CMB- KO NO BRKT	2.1660	2.17	
160721	1	EA	М	16"	WALL BOX HANGER + BRACKET	4.8980	4.90	
150061	1	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.5134	1.51	
160572	6	EA	М	#10 x 1"	TEK SCREW	0,0356	0.21	
100080	1	EA	М	#14	PIGTAIL W/GRD SCREW	0.9446	0.94	
100095	1	EA	М	18-12	PSH-IN 4-WIRE CONN	0.4248	0.42	
100072	6	EA	М	#18 to 8	WIRE-NUT MED - RED	0.1643	0.99	
70033	30	FT	м	12	THHN/THWN CU (STR)	0.1391	4.17	
10046	10	FT	м	1/2	EMT	0.3175	3.17	
140012	1	EA	м	20A	DX RECEPT COMMERCIAL GRADE	3.3302	3.33	
140540	1	EA	м	1-DUPLEX	1G STAINLESS STEEL PLATE	1.0900	1.09	
						Phase Totals:	97.76	

Contist Soldware Systems

Page 1 of 2

### **PacifiCom**

Pacific Coast Sound and Communications 330 N. Wood Road, Suite L • Camarillo, CA 93010 (805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353 www.pacificomusa.com • License #529914 (C7/C10)

#### **CHANGE ORDER PROPOSAL**

#### **Taft Electric Company**

ATTENTION: Matt Gobuty

Lemonwood Elementary School- K-8 Reconstruction

Purchase order #

2241.03

Sales order #

5109

				November 1, 2017		
	DES	SCRIPTION:	Bulletin #46 - changes/	adds in RSP room, cabling.		
				MATERIAL ADD		
	QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
	300	10GX13	Belden	Cable, category 6A	\$0.58580	\$175.74
	2	AX104156	Belden	Jack, category 6	\$10.40	\$20.80
	2	AX105353-EW	Belden	Surface Housing	\$13.50	\$27.00
	1	PJ263-00W	Leviton	Decora Plate	\$3.94	\$3.94
	20	25291	West Penn Wire	Cable, serial	\$0.08833	\$1.77
	- 1				\$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 ADD PRICE	\$229.25

MATERIAL DEDUCT						
QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST	
-					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
			T	OTAL DEDUCT PRICE	\$0.00	

		U	ABOR CHARGES	
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
	lourneyman	3	\$75.00	\$225.00
				\$0.0
-				\$0.0
				\$0.00
			TOTAL LABOR PRICE	\$225.0

	ADD	\$229.25
ALLETTONIALS COSTS	DEDUCT	\$0.00
MATERIALS COSTS	TOTAL ADD/DEDUCTS	\$229.25
	TOTAL COST OF MATERIALS	\$229.25
	TOTAL MARKED UP MATERIALS	\$263.63
MATERIALS PRICE FOR PROJECT	SALES TAX	\$20.43
	FREIGHT	\$13.18
	LABOR COST	\$225.00
MARK UP AND LABOR COSTS	PROFIT & OVERHEAD LABOR	\$33.75
MARK UP AND LABOR COSTS	TOTAL LABOR	\$258.75

7.75% 5%

15%

TOTAL CHANGE ORDER AMOUNT:

\$556.00

	With payment to be made as follows. Based on of	iginal contract.
	EXCEPTIONS THAT MAY APPLY:	
la contraction of the contractio		

Authorized	Glenn	M.	Vacca
Olanatura.			

This proposal may be withdrawn by us if not accepted with in 15 days.

Signature: Taft Electric Company

DATE:

CONTRACTOR

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 outlined above.

All material is parameted to be as specified. All work is to be completed in a workmarblike manner according to standard practices. Lagreements contingent upon strikes, accidents or delays, beyond our control. Our workers are fully or



March 9, 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. 0267.1D Phase II Infrastructure costs associated with staff occupying existing Administration and 300 Buildings while new Classroom Building is occupied.

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Furnish and install temporary walkways, temporary power, AV, FA, Data, communication to existing 300 building from Phase I. Provide egress walkways from Phase I to Phase II. Temporary power costs include a pathway to existing Administration Building to facilitate FA, Data, communication between existing campus and new Classroom Building. This will be utilized until staff is relocated into existing 300 building, then switched over to the 300 building.

Phase	Category	Description	Subcontractor	Quote
015626	71140	Add personnel gate at front entrance to allow pedestrian traffic to enter campus	FENCE FACTORY RENTALS	285.00
015626	71140	Add temporary fencing to provide segregated walkway from temporary administration area to new campus.	FENCE FACTORY RENTALS	6,918.50
260010	71140	Furnish and install temporary walkways, temporary power, AV, FA, Data, communication to existing 300 building from Phase I. Provide egress walkways from Phase I to Phase II	TAFT ELECTRIC COMPANY	38,407.00
260010	71140	Furnish and install temporary walkways, temporary power, AV, FA, Data, communication to existing 300 building from Phase I. Provide egress walkways from Phase I to Phase II	TAFT ELECTRIC COMPANY	39,193.00
260010	71140	Furnish and install temporary walkways, temporary power, AV, FA, Data, communication to existing 300 building from Phase I. Provide egress walkways from Phase I to Phase II	TAFT ELECTRIC COMPANY	21,106.00
321216	71140	Furnish and install temporary asphalt ramps from new campus to park and existing campus at staff parking lot.	BC RINCON CONSTRUCTION, INC.	3,156.75
321216	71140	Add asphalt ramp in existing staff parking lot to existing concrete walkway in front of school	BC RINCON CONSTRUCTION, INC.	2,173.38
321313	71140	Furnish and install temporary walkway at existing 300 building	SANTA CLARITA CONCRETE	7,164.58
321313	71140	Furnish and install temporary walkways, temporary power, AV, FA, Data, communication to existing 300 building from Phase I. Provide egress walkways from Phase I to Phase II	SANTA CLARITA CONCRETE	9,566.62



**SWINERTON** 

			Subtotal	127,970.83
007480	71160	Subguard	1.15%	1,471.67
007410	71160	Builders Risk	0.6%	776.65
007420	71160	General Insurance	1.15%	1,488.59
007510	71160	P&P Bond	1%	1,279.71
991000	79999	Change Order Fee	5%	6,585.39
			Markup Subtotal	11,602.01
			PCI Total	139,572.84

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 139,572.84.

### 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.

X	We HAVE	proceeded wit	th this revis	sed work p	er vour	instructions.	Please i	ssue a	change ord	ler.

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.

This request does not include additional cost or delay due to late approval.

Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
William	
2/2/2	Ву:
Date: 3/9/2018	Date:
	Sensify Muedoac
	CEN Brodram W

AITERE

FENCE FACTORY RENTALS PO BOX 7420 VENTURA, CA 93006-7420

Phone: (805)644-4617 Fax: (805)644-0309

Sold SWINERTON BUILDERS To 2300 CLAYTON RD STE800 CONCORD, CA 94520 Invoice No. 648976 Date: 02/26/18 Page No. 1

Ship LEMONWOOD SCHOOL To 2200 CARNEGIE CT JOB# 16055106 OXNARD, CA

Cust 11330 Salesman JS Ship date 02/24/18 Ship via WILL ADVISE Terms DUE UPON RECEIP

Quantity Unit Item Number

1 EACH 7 TEMP

Description Price Unit Extension

6918.50 EA 6.918.50

TEMP FENCE CHANGE ORDER ADDED 828' OF CHAIN LINK FENCE, 625' SHADE CLOTH, 3-6X24 D/D GATES, 1-6X12 S/D GATE, 2-6X4 WALKGATES AND 1-6X8 PANEL - ALL FENCE WAS CORE DRILLED REMOVED 10' OF PERM CHAIN LINK AND TOP RAIL LABOR WAS OVERTIME PREVAILING WAGE RATES

Please return bottom portion with payment Str: 66 Reg:661 Drw:661 Usr:NM 12:06 AR 6,918.50 Cust:11330 I 648976	Sale Amt	6,918.50
AR 6,918.50 Cust:11330 UST.NIII 12:06 648976	Sales Tax	.00
	Pmt Rec'd Bal Due	6,918.50 6,918.50

FENCE FACTORY RENTALS PO BOX 7420 VENTURA, CA 93006-7420

Signature:



Prolog Manager

Printed on: 8/18/2017

TaftProlog

# Change Order Request

Page 1

Detailed, Grouped by Each Number

2241 Lemonwood 2200 Carnegie Court Oxnard, CA 93033		Project # 2241 Tel: Fax:		Ta	ft Electric Compan
Change Order R	equest: 053				Date: 8/18/201
865 S. Fig	n Builders gueroa Street eles, CA 90017	From:	Matt Gobuty Taft Electric Com P.O. Box 3416 Ventura, CA 930		
Description			Category	Status	
Building 3&6 Temp I	Low Voltage			Pending	
Reference		Require	d By	Days Req	Amt Red
		8/25/2017		0	38,407
Notes					
than 30 days.  Attached is the back  Matt Gobuty  Project Manager		bove date. We reserve our rig		oposal should the	approval take longer
than 30 days.  Attached is the back  Matt Gobuty  Project Manager (805)654-7994		all should you have any questio			approval take longer
than 30 days.  Attached is the back  Matt Gobuty  Project Manager (805)654-7994	up for your review. Please ca	all should you have any questio	ons.		
than 30 days.  Attached is the back Matt Gobuty Project Manager (805)654-7994  PCO No Date	up for your review. Please ca	all should you have any question	ons.		

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	53
				CUST RFP#:	
COR DESCRIPTION:	Temp & permanent LV Systems	for Existing Buildin	ngs 3&6	DATE:	7/31/2017

TA	KE OFF	
DESCRIPTION	MATERIAL	HOURS
Conest (attached)	\$3,542.99	45.95
Supervision	\$0.00	8.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TO	TAL \$3,542.99	53.95

%	TAKEOFF MATERIAL DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$274.58
0.00%		\$0.00
0.00%		\$0.00
100	SUBTOTAL MATERIAL	\$3,817.57
15.00%	OVERHEAD & PROFIT	\$572.64
	TOTAL TAKEOFF MATERIAL	\$4,390.21

VENDOR	QUOTED MATERIAL 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

VENDOR		SUBCONTRACTORS DESCRIPTION	AMOUNT
Pacificom	LV for ECDC		\$27,440.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		SUBTOTAL SUBCONTRACTS	\$27,440.00
5.00%		OVERHEAD & PROFIT	\$1,372.00
		TOTAL SUBCONTRACTS	\$28,812.00

L	BOR EXP	NSES	
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	53.95	\$84.42	\$4,554.46
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$4,554.46
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	L LABOR	\$4,554.46
	TOTA	L LABOR	\$4,554,46

%	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	\$235.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$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	\$235.00
15.00%	OVERHEAD & PROFIT	\$35.25
	TOTAL DJE	\$270.25

CHANGE REQUEST SUMMARY						
	TAKEOFF MATERIAL	\$4,390.21				
	QUOTED MATERIAL	\$0.00				
	SUBCONTRACTORS	\$28,812.00				
	LABOR EXPENSES	\$4,554.46				
	DIRECT JOB EXPENSES	\$270.25				
SI	JBTOTAL CHANGE REQUEST	\$38,026.92				
0.00%		\$0.00				
0.00%		\$0.00				
1.00%	BOND COSTS	\$380.27				
CHA	NGE PROPOSAL TOTAL	\$38,407				

# **PacifiCom**

#### Pacific Coast Sound and Communications

330 N. Wood Road, Suite L • Camarillo, CA 93010 (805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353 www.pacificomusa.com • License #529914 (C7/C10)

### CHANGE ORDER PROPOSAL

### **Taft Electric Company**

ATTENTION: Matt Gobuty

Lemonwood Elementary School- K-8 Reconstruction

Purchase order #

2241.03

Sales order #

5109

July 18, 2017

DESCRIPTION Connection of existing building 300 and 600 to new network and intercom systems.

We Hereby Submit specifications and estimates for:

- 1. Pacificom will provide and install VoIP modules at nine classroom speakers and one horn. New category 6 cable will be installed to each device. An intercom controller module will be installed in existing IDF 300.
- Pacificom will provide fiber optic cabling to building 300 IDF to new MDF and from 600 IDF to 300 IDF. Cable will match manufacturer specified cable for new buildings. All fiber will be terminated, labeled and tested.
- 3. Pacificom will provide and install secondary clocks to match new building.

Switches provided by owner. Price includes all materials, installation, programming, testing and warranty. Prices does not include conduit, cable path or electronics.

TOTAL CHANGE ORDER AMOUNT: \$27,440.00

With payment to be made as follows: Based on original contract.

**EXCEPTIONS THAT MAY APPLY:** 

Prices does not include conduit, cable path or electronics.

Authorized Signature:

Glenn M. Vacca

This proposal may be withdrawn by us if not accepted with in 15 days.

**Taft Electric Company** 

DATE:

CONTRACTOR

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 outlined above.

Job ID: 224 Project: 224

2241 LEMONWOOD COR 2241 Lemonwood COR



#### Takeoff

Vendor: COST					Labor Level: TAFT			1 Aug 2017 15:16:	07
Region: COR 053	LV ECD	C							
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labo Resul
	0				TEMP LV OVERHEAD				
400004	1	EA	М	17"X30"	PRECAST HANDHOLE	0.0000	0.00	2.0000	2.0
40124	1	EA	М	4	LOCKNUT	19.2557	19.26	0.1750	0.1
240001	2	FT	М	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	5.62	0.0800	0.1
160463	4	EA	M	1/4 x 4"	LAG BOLT	0.2129	0.85	0.0300	0.1
160186	4	EA	м	1/4 × 1 1/4*	FENDER WASHER (PLT)	0.0530	0.21	0.0010	0.00
20014	4	EA	М	3	PVC SCH 40 90-DEG ELBOW 36"R	24.6968	98.79	0.6000	2.40
10062	30	FT	М	2	PVC SCH 40	0.8658	25.97	0.0560	1.68
40032	1	EA	М	QUART	PVC (GLUE) CEMENT	10.0320	10.03	0.1600	0.16
500124	40	FT	M		PULL ROPE 1/8"	0.0279	1.12	0.0030	0.12
240049	8	EA	M	2	GRC STRUT CLAMP GALV	1.2545	10.04	0.0350	0.28
10005	40	FT	М	2	GRC	9.0025	360.10	0.0900	3.60
240049	6	EA	M	2	GRC STRUT CLAMP GALV	1.2545	7.53	0.0350	0.21
87	1		M		HOLE THRU ROOF - 2"	8.0000	8.00	0.1400	0.14
88	1		м		ROOFJACK - 2*	21.8999	21.90	0.4500	0.45
90	2		м		CLAMP ON WIRE HOLDER	11.1290	22.26	2.0000	4.00
30005	1	EA	M	2	GRC COUPLING	6.8361	6.84	0.0190	0.02
40103	2	EA	м	2	CLAMP-ON WEATHER HEAD	12,1572	24.31	0.6000	1.20
160737	4	EA	М	2	PVC 2-HOLE STRAP	1.1433	4.57	0.0350	0.14
TITLE	1		M	2	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50078	8	FT	м	2	LIQUIDTITE CONDUIT	5.1345	41.08	0.1400	1.12
50089	1	EA	M	2	LIQUIDTITE ANGLE CONNECTOR	33.4704	33.47	0.3528	0.35
50100	1	EA	M	2	LIQUIDTITE STRAIGHT CONNECTOR	20.4968	20.50	0.2940	0.29
	0				PERMANENT LV UNDERGROUND (1)3 AND (7)2				
500191	1	FT	М		CONCRETE FLOOR SAW CUT	800.0000	800.00	0.0000	0.00
25	1		М		CONCRETE PATCH	1,100.0000	1,100.00	0.0000	0.00
20014	1	EA	м	3	PVC SCH 40 90-DEG ELBOW 36*R	24.6968	24.70	0.6000	0.60
aft Electric Compa	ny				1694 Eastman Avenue	Phone: 805-642-0	0121		
					Ventura, CA 93003	Web: www.taftele	ctric.com		

Confat Software Systems

Page 1 of 2

Region: COR 05	3 LV ECD	C							
						Material	Material	Labor	Labo
Item #	Qty	U/M	Q/M	Size	Description	Unit	Result	Unit	Resu
20012	7	EA	M	2	PVC SCH 40 90-DEG ELBOW 36"R	13.0786	91.55	0.4000	2.8
30293	1	EA	M	3	PVC MALE ADAPTER	1.7962	1.80	0.2000	0.2
30291	7	EA	М	2	PVC MALE ADAPTER	0.7194	5.04	0.1550	1.0
500158	17	EA	M	2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.2500	4.2
500160	2	EA	М	3	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.3000	0.6
710141	1	EA	M	36x36x12	PULL BOX -WEATHER PROOF	282,1529	282.15	3.6000	3.6
710115	1.	EA	M	36x24x8	PULL BOX -HINGED CVR	118.7822	118.78	3.1500	3.1
160152	10	EA	M	1/4 × 4"	TOGGLE BOLT	0.1614	1.61	0.0500	0.5
160187	10	EA	M	1/4 × 1 1/2*	FENDER WASHER (PLT)	0.0650	0.65	0.0010	0.0
240001	4	FT	M	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	11.24	0.0800	0.3
240049	8	EA	М	2	GRC STRUT CLAMP GALV	1.2545	10.04	0.0350	0.2
10005	10	FT	М	2	GRC	9.0025	90.03	0.0900	0.9
10007	1	FT	M	3	GRC	18.9262	18.93	0.1200	0.1
10217	10	EA	M	3	CONDUIT CUT & THREAD	0.0000	0.00	0.3500	3.50
10215	7	EA	M	2	CONDUIT CUT & THREAD	0.0000	0.00	0.2500	1.79
30005	7	EA	М	2	GRC COUPLING	6.8361	47.85	0.0190	0.13
30007	1	EA	м	3	GRC COUPLING	21.9475	21.95	0.0250	0.0
10051	30	FT	М	2	EMT	4.3410	130.23	0.0600	1.80
30251	3	EA	M	2	EMT STEEL COMP INS-THROAT CONN RT	5.2391	15.72	0.0960	0.29
30151	3	EA	м	2	EMT STEEL-COMP COUPLING RT	5.2226	15.67	0.0960	0.29
20173	3	EA	м	2	EMT 90-DEG ELBOW	10.8758	32.63	0.3750	1.13
						Phase Totals:	3,542.99	-	45.95
						Job Totals:	3,542.99		45.95

Taft Electric Company

1694 Eastman Avenue Ventura, CA 93003 Phone: 805-642-0121 Web: www.taftelectric.com



# Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood 2200 Carnegie Court Oxnard, CA 93033

Project # 2241

Fax:

**Taft Electric Company** 

Change Order Request: 052 R001

Date: 12/20/2017

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

Building 3&6 Temp Fire Alarm

Submitted

Reference

Required By

Days Req

Amt Req

12/27/2017

21,106

#### Notes

We are submitting the above cost to temporarily connect existing buildings 3&6 to the new campus fire alarm system. This includes:

- -Relocate FACP from New Admin to New Classroom building
- -Provide temporary annunciator at existing admin
- -Relocate temporary annunciator to temp admin (bldg 3 or 6 tbd)
- -Relocate existing FA power supply into existing bldg 3
- -Connect existing devices in both buildings to new campus FA using cable installed on temporary overhead power poles Added 12/17:
- -Relocate FACP from New Admin to New Classroom building
- -Provide temporary annunciator at existing admin
- -Demo of temp x2
- -Programming x2

#### Exclusions:

- -New or additional devices
- -Relocation of existing devices
- -Troubleshooting or replacement of any exisitng faulty devices or circuits
- -New conduit/sleeves/pathways within buildings 3&6
- -Shop Drawings

Any additional work caused by unforseeable conditions or hinderances shall be an additional cost tracked via 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

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty Project Manager (805)654-7994

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#: _	52 R1
				CUST RFP#:	
COR DESCRIPTION:	Temp FA Connection for	Existing Bldg 3 & 6		DATE:	12/20/2017
	+ Annunciator in Admin	& Polocate EACE			

TA	KE OFF	
DESCRIPTION	MATERIAL	HOURS
Takeoff	\$2,759.18	112.02
Programming & Supervision	\$0.00	12.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TOT	TAL \$2,759.18	124.02

%	TAKEOFF MATERIAL % DESCRIPTION AMOUNT					
0.00%		\$0.00				
7.75%	SALES TAX	\$213.84				
0.00%		\$0.00				
0.00%		\$0.00				
	SUBTOTAL MATERIAL	\$2,973.02				
15.00%	OVERHEAD & PROFIT	\$445.95				
	TOTAL TAKEOFF MATERIAL	\$3,418.97				

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
Trisignal	Fire Alarm Equipment Relocation and Program	\$5,582.39
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$5,582.39
7.75%	SALES TAX	\$432.64
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$6,015.03
15.00%	OVERHEAD & PROFIT	\$902.25
	TOTAL QUOTES	\$6,917.28

VENDOR	SUBCONTRACTORS 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

LA	BOR EXPE	NSES	
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	112.02	\$84.42	\$9,456.73
FOREMAN	12.00	\$92.01	\$1,104.12
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$10,560.85
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	L LABOR	\$10,560.85
	TOTA	L LABOR	\$10,560.85

%	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%	<b>EQUIPMENT RENTAL</b>	\$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	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$0.00

CHA	ANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$3,418.97
	QUOTED MATERIAL	\$6,917.28
	SUBCONTRACTORS	\$0.00
	LABOR EXPENSES	\$10,560.85
	DIRECT JOB EXPENSES	\$0.00
SUB	TOTAL CHANGE REQUEST	\$20,897.10
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$208.97
CHANG	GE PROPOSAL TOTAL	\$21,106

Job ID: 2241 LEMONWOOD COR Project: 2241 Lemonwood COR



### Takeoff

Vendor: TAFT					Labor Level: LABOR 1			14 Sep 2017 14:3	16:33
Region: COR 0	52 ECDC	FA							
					2	Material Unit	Material Result	Labor	Labo
Item #	Qty	U/M	Q/M	Size	Description	Onit	Result	Onic	
	0				SAFE-OFF & REMOVE FA PS FROM EXISTING COMM ROOM	10000		2000	21
94	1		M		SAFE OFF LV SYSTEM PS	0.0000	0.00	2.5000	2.5
93	1		М		DEMO FA POWER SUPPLY	0.0000	0.00	6.0000	6.0
	0				INSTALL FA PS IN EXISTING BUILDING 3				
320014	1.	EA	M		FIRE ALARM CNTRL PANEL POWER SUPPLY	0.0000	0.00	4.0000	4.0
TITLE	1		М	1/2"	SMALL EQUIP CONN + 50FT EMT	0.0000	0.00	0.0000	0.0
210001	1	EA	M		SMALL EQUIPMENT CONNECTION	0.0000	0.00	0.6000	0.6
150041	1	EA	М	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	3.95	0.3000	0.3
160722	1	EA	M	24"	T-BAR BOX HANGER	3.9734	3.97	0.0360	0.0
150090	1	EA	M		4"SQ BLANK CVR	0.9221	0.92	0.0800	0.0
160572	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.1
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.0
100095	1	EA	М	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.0
100094	1	EA	М	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.0
100269	2	EA	М	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.0
50001	3	FT	М	1/2	FLEXIBLE STEEL CONDUIT	0.5298	1.59	0.0400	0.1
50045	1	EA	М	1/2	FLEX COND ANGLE INS-THROAT CONN	4.2832	4.28	0.1440	0.1
50056	1	EA	м	1/2	FLEX COND STRAIGHT INS-THROAT CONN	3.1313	3.13	0.1200	0.13
70029	15	FT	М	12	THHN/THWN CU (SOL)	0.1055	1.58	0.0060	0.0
70111	5	FT	M	12	GREEN THHN CU (GRD 20A)	0.1104	0.55	0.0060	0.03
10046	50	FT	M	1/2	EMT	0.3175	15.88	0.0450	2.2
30136	5	EA	м	1/2	EMT STEEL-COMP COUPLING	0.4534	2.27	0.2500	1.2
30216	2	EA	М	1/2	EMT STEEL COMP CONNECTOR	0.3846	0.77	0.1200	0.2
70029	110	FT		12	THHN/THWN CU (SOL)	0.1055	11.60	0.0060	0.6
70111	55	FT		12	GREEN THHN CU (GRD 20A)	0.1104	6.07	0.0060	0.3
630064	6	EA		1/2	COND PUSH-IN HGR TO SCREW-ON STUD-WALL	1.3102	7.86	0.2500	1.50
160572	6	EA		#10 × 1"	TEK SCREW	0.0196	0.12	0.0240	0.1
aft Electric Corr	npany				1694 Eastman Avenue	Phone: 805-642-0	1121		
					Véntura, CA 93003	Web: www.taftele			

Cynlist Software Systems

Page 1 of 3

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labo Resul
	0				TEMP OVERHEAD CABLE FROM TEMP PWR POLE TO EXISTING BLDG 3 & 6				
240049	8	EA	M	2	GRC STRUT CLAMP GALV	1.2545	10.04	0.0400	0.33
10005	40	FT	м	2	GRC	5.3586	214.35	0.1100	4.40
240049	6	EA	M	2	GRC STRUT CLAMP GALV	1.2545	7.53	0.0400	0.24
87	1		M		HOLE THRU ROOF - 2*	8.0000	8.00	0.1400	0.14
88	1		M		ROOFJACK - 2"	21.8999	21.90	0.4500	0.45
90	2		м		CLAMP ON WIRE HOLDER	11.1290	22.26	2.0000	4.00
30005	1	EA	M	2	GRC COUPLING	6.8361	6.84	0.3000	0.30
40103	2	EA	M	2	CLAMP-ON WEATHER HEAD	12.1572	24.31	1.0000	2.00
160737	4	EA	M	2	PVC 2-HOLE STRAP	1.1433	4.57	0.0500	0.20
90122	350	FT	M	18/2	FIRE ALARM CABLE	0.7981	279.34	0.0120	4.20
90123	350	FT	м	16/2	FIRE ALARM CABLE	0.8669	303.42	0.0160	5.60
90124	350	FT	M	14/2	FIRE ALARM CABLE	0.9523	333.31	0.0200	7.00
100149	2	EA	M	18	WIRE TERMINATION	0.0000	0.00	0.1000	0.20
100150	2	EA	M	16	WIRE TERMINATION	0.0000	0.00	0.1200	0.24
100151	2	EA	M	14	WIRE TERMINATION	0.0000	0.00	0.1400	0.28
96	3		M		HANGAR	15.0000	45.00	0.2500	0.75
97	1		M		WRAP & TIE TEMP OH CABLES	30.0000	30.00	2.0000	2.00
	0				FA CABLE FROM CLASSROOM TO TEMP PWR POLE				
90124	480	FT	M	14/2	FIRE ALARM CABLE	0.4591	220.35	0.0200	9.60
90123	480	FT	M	16/2	FIRE ALARM CABLE	0.3645	174.96	0.0160	7.68
90122	480	FT	М	18/2	FIRE ALARM CABLE	0.2054	98.58	0.0120	5.76
100149	2	EA	M	18	WIRE TERMINATION	0.0000	0.00	0.1000	0.20
100150	2	EA	M	16	WIRE TERMINATION	0.0000	0.00	0.1200	0.24
100151	2	EA	м	14	WIRE TERMINATION	0.0000	0.00	0.1400	0.28
	0				PREMANENT CONNECTION				
	0				UNDERGROUND CONDUIT TO EXISTING BLDG 3				
90124	400	FT	M	14/2	FIRE ALARM CABLE	0.4591	183.62	0.0200	8.00
90123	400	FT	М	16/2	FIRE ALARM CABLE	0.3645	145.80	0.0160	6,40
90122	400	FT	М	18/2	FIRE ALARM CABLE	0.2054	82.15	0.0120	4.80
100149	2	EA	М	18	WIRE TERMINATION	0.0000	0.00	0.1000	0.20
100150	2	EA	М	16	WIRE TERMINATION	0.0000	0.00	0.1200	0.24
100151	2	EA	м	14	WIRE TERMINATION	0.0000	0.00	0.1400	0.28
	0				UNDERGROUND CONDUIT TO EXISTING BLDG 6 FROM BLDG 3				
aft Electric Com	pany				694 Eastman Avenue	Phone: 805-642-0	121		
					Ventura, CA 93003	Web: www.tafteled			

Takeoff Report: 2241 Lemonwood COR

14 Sep 2017 14:36:34

Takeoff Report: Region: COR 05			d COR					14 Sep	p 2017 14:36:3
Item #	Qty		Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labo Resul
90124	180	FT	м	14/2	FIRE ALARM CABLE	0.4591	82.63	0.0200	3.60
90123	180	FT	м	16/2	FIRE ALARM CABLE	0.3645	65.61	0.0160	2.88
90122	180	FT	М	18/2	FIRE ALARM CABLE	0.2054	36.97	0.0120	2.16
100149	2	EA	M	18	WIRE TERMINATION	0.0000	0.00	0.1000	0.20
100150	2	EA	М	16	WIRE TERMINATION	0.0000	0.00	0.1200	0.24
100151	2	EA	M	14	WIRE TERMINATION	0.0000	0.00	0.1400	0.28
20012	7	EA	M	2	PVC SCH 40 90-DEG ELBOW 36"R	12.0977	84.68	0.6000	4.20
30291	7	EA	M	2	PVC MALE ADAPTER	0.7194	5.04	0.3000	2.10
500158	4	EA	M	2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.2500	1.00
710141	1	EA	м	36x36x12	PULL BOX -WEATHER PROOF	282.1529	282.15	5.1000	5.10
710115	1	EA	М	36x24x8	PULL BOX -HINGED CVR	118.7822	118.78	4,5000	4.50
160152	10	EA	M	1/4 × 4"	TOGGLE BOLT	0.1614	1.61	0.1200	1.20
160187	10	EA	M	1/4 × 1 1/2"	FENDER WASHER (PLT)	0.0650	0.65	0.0012	0.01
240001	4	FT	м	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	11.24	0.1225	0.49
240049	8	EA	M	2	GRC STRUT CLAMP GALV	1.2545	10.04	0.0400	0.32
10005	20	FT	M	2	GRC	5.3586	107.17	0.1100	2.20
10215	2	EA	M	2	CONDUIT CUT & THREAD	0.0000	0.00	0.7000	1.40
30005	4	EA	М	2	GRC COUPLING	6.8361	27.34	0.3000	1.20
10051	30	FT	М	2	EMT	1.9293	57.88	0.0800	2.40
30251	3	EA	M	2	EMT STEEL COMP INS-THROAT CONN RT	4.3833	13.15	0.4000	1.20
30151	3	EA	M	2	EMT STEEL-COMP COUPLING RT	4.3073	12.92	0.7000	2.10
20173	3	EA	M	2	EMT 90-DEG ELBOW	10.8758	32.63	0.5000	1.50
						Phase Totals:	3,232.49		136.98
						Job Totals:	3,232.49		136.98

Tart Electric Company

1699 Eastman Avenue

Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric/com



# CHANGE ORDER # CO 2 PRICING FORM

DATE: September 7, 2017 ESTIMATOR: Chad Thomas

CUSTOMER C.O. #:
PROJECT #: 16-110-00

PROJECT NAME: Lemonwood ES

DESCRIPTION: Provide control module, programming and testing of integration of existing building into FA

REFERENCE:

system.

## **SUMMARY PAGE**

ITEMIZED COSTS:	COST
WIRE TOTAL (FROM PAGE 2)	
EQUIPMENT TOTAL (FROMPAGE 2)	\$111.25
RENTAL EQUIPMENT	
TOOLS & MISC SAFETY EQUIPMENT	
SHIPPING & HANDLING	\$3.67
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	\$114.92

Service Control of the Control of th	LABOR	LABOR	LABOR
ITEMIZED LABOR:	RATE	<u>HOURS</u>	COST
MATERIAL HANDLING	\$49.04		
CONSTRUCTION LABOR (FROM PAGE 2)	\$72.60		
FOREMAN	\$83.99		
SUPERINTENDENT	\$88.74		
PROGRAMMING	\$110.47	8.00	\$883.76
ENGINEERING / CAD	\$97.48	2.00	\$194.96
PROJECT MANAGEMENT	\$116.97	1.00	\$116.97
	TOTAL LABOR	11.00	\$1,195.69

TAXES:	RATE	
MATERIAL TAXES	9.000%	\$10.34
	TOTAL TAXES	\$10.34

COSTS:		
SUBTOTAL TRI-SIGNAL COST		\$1,320.95
SMALL TOOLS & CONSUMABLES	4.00%	\$52.84
WARRANTY RESERVE	1.00%	\$13.21
	TOTAL COST	\$1,387.00
OVERHEAD	10.00%	\$138.70
PROFIT	5.00%	\$76.29
	SUB TOTAL	\$1,601.99
Liability Insurance	2.00%	\$32.04
	TOTAL SALES PRICE	\$1,634.03



# CHANGE ORDER # CO 2 PRICING FORM

DATE: September 7, 2017 ESTIMATOR: Chad Thomas

CUSTOMER C.O. #:

PROJECT #: 16-110-00
PROJECT NAME: Lemonwood ES

DESCRIPTION: Provide control module, programming and testing of integration of existing building into FA

REFERENCE:

system.

### LABOR & MATERIAL DETAIL SHEET

WIRE TYPE	QTY 1000'S	HOURS / M	TOTAL HOURS	MATERIAL COST / M	EXT. WIRE COST
WIRE TOTAL:		HOURS		COST	

DEVICES	QTY	HOURS	TOTAL	COST	EXT. COST
FA Control Module	1			\$ 111.25	\$111.25
	Ser Harrison Co.				
	EV MANAGER				
				To The section	
		The Land St.			
		a september 1			
		100000000000000000000000000000000000000			
			0		
				TO A STREET WAY	
QUIPMENT TOTAL:		HOURS		COST	\$111.25

DEVICE LABOR HOURS	
WIRE LABOR HOURS	
ADDITIONAL CONSTRUCTION LABOR HOURS	
DEMOLITION HOURS	
TESTING HOURS	
CONSTRUCTION LABOR:	



# CHANGE ORDER # CO 4 PRICING FORM

DATE: November 29, 2017

ESTIMATOR: Chad Thomas

REFERENCE:

CUSTOMER C.O. #:

16-110-00

PROJECT #: 16-1
PROJECT NAME: Lemo

Lemonwood ES

DESCRIPTION: Added devices needed to have FA system work according to DSA drawings sequence of

operations.

# **SUMMARY PAGE**

ITEMIZED COSTS:	COST
WIRE TOTAL (FROM PAGE 2)	
EQUIPMENT TOTAL (FROMPAGE 2)	\$1,992.15
RENTAL EQUIPMENT	
TOOLS & MISC SAFETY EQUIPMENT	
SHIPPING & HANDLING	\$65.74
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	
T(	OTAL \$2,057.89

	LABOR	LABOR	LABOR
ITEMIZED LABOR:	RATE	HOURS	COST
MATERIAL HANDLING	\$49.04		
CONSTRUCTION LABOR (FROM PAGE 2)	\$72.60		
FOREMAN	\$83.99		
SUPERINTENDENT	\$88.74		
PROGRAMMING	\$110.47	4.00	\$441.88
ENGINEERING / CAD	\$97.48	4.00	\$389.92
PROJECT MANAGEMENT	\$116.97	1.00	\$116.97
K	TOTAL LABOR	9.00	\$948.77

	TOTAL TAXES	\$185.21
MATERIAL TAXES	9.000%	\$185.21
TAXES:	RATE	

COSTS:		
SUBTOTAL TRI-SIGNAL COST		\$3,191.87
SMALL TOOLS & CONSUMABLES	4.00%	\$127.67
WARRANTY RESERVE	1.00%	\$31.92
	TOTAL COST	\$3,351.46
OVERHEAD	10.00%	\$335.15
PROFIT	5.00%	\$184.33
	SUB TOTAL	\$3,870.94
Liability Insurance	2.00%	\$77.42
	TOTAL SALES PRICE	\$3,948.36



# CHANGE ORDER # CO 4 PRICING FORM

DATE: November 29, 2017 ESTIMATOR: Chad Thomas

REFERENCE:

CUSTOMER C.O. #: 16-110-00

PROJECT #: 16-110-00
PROJECT NAME: Lemonwood ES

DESCRIPTION: Added devices needed to have FA system work according to DSA drawings sequence of

operations.

## **LABOR & MATERIAL DETAIL SHEET**

WIRE	QTY	HOURS	TOTAL	MATERIAL	EXT. WIRE
TYPE	1000'S	/ M	HOURS	COST / M	COST
				CONTRACTOR OF THE PARTY OF THE	
		The second			
	CONTRACTOR OF THE PARTY OF THE				
			-		
	Allest push permits				
				The state of the s	
VIRE TOTAL:		HOURS		COST	

DEVICES	QTY	HOURS	TOTAL	COST	EXT. COST
ZNAC Modules	6			\$ 126.50	\$759.00
CAB-PS1 Cabinet for ACPS-610	1			\$ 121.00	\$121.00
EQBB Cabinet	1			\$ 263.75	\$263.75
EQBB Door	1			\$ 292.50	\$292.50
FA Power Supply	1			\$ 555.90	\$555.90
EQUIPMENT TOTAL:		HOURS		COST	\$1,992.15

DEVICE LABOR HOURS	
WIRE LABOR HOURS	
ADDITIONAL CONSTRUCTION LABOR HOURS	
DEMOLITION HOURS	OF LEW LONG TO BE
TESTING HOURS	
CONSTRUCTION LABOR:	



Prolog Manager

Printed on: 12/20/2017 TaftProlog

# Change Order Request

Page 1

Detailed, Grouped by Each Number

200	monwood negie Court CA 93033		Project # 2241 Tel: Fax:		Т	aft Electric Compar
Change	Order Red	quest: 054A R002				Date: 12/20/2017
То:	Bill Gray Swinerton I 865 S. Figu Los Angele	Builders Jeroa Street s, CA 90017	From:	Matt Gobuty Taft Electric Con P.O. Box 3416 Ventura, CA 93	1.01	
Descrip	tion			Category	Status	
Building 3	3&6 Temp Po	ower			Submitte	d
Referen	ce		<b>Requir</b> 12/27/20		Days Req	Amt Req 20,633
Added 12 temp head This quote than 30 da	/17: This inc d-in). e is valid for ays. s the back u	30 calendar days from the a	to the buildings.  thway to existing admin, cabl  above date. We reserve our r  all should you have any ques	ight to re-quote this p		
PCO No	Date	Reference	A	mt Prop Days Re	q Category	Reason
Descript			Notes			
Approve Signatur Name				Date	_	

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#: _	054A
				CUST RFP#:	
COR DESCRIPTION:	Temp Power To ECDC + Temp L	V Equip in Existing	Admin	DATE:_	12/20/2017

TAKE OFF							
DESCRIPTION	MATERIAL	HOURS					
Conest (attached)	\$4,227.51	103.16					
Remove Temp	\$0.00	4.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
	\$0.00	0.00					
TOT	TAL \$4,227.51	107.16					

TAKEOFF MATERIAL						
%	DESCRIPTION	AMOUNT				
0.00%		\$0.00				
7.75%	SALES TAX	\$327.63				
0.00%		\$0.00				
0.00%		\$0.00				
	SUBTOTAL MATERIAL	\$4,555.14				
15.00%	OVERHEAD & PROFIT	\$683.27				
	TOTAL TAKEOFF MATERIAL	\$5,238.41				

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
MAIN Elect.	400A N3R Panel (split w/COR 054B)	\$957.50
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$957.50
7.75%	SALES TAX	\$74.21
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$1,031.71
15.00%	OVERHEAD & PROFIT	\$154.76
	TOTAL QUOTES	\$1,186.46

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
PowerPlus	Poles & overhead to ECDC (split w/COR 054B)	\$2,175.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$2,175.00
5.00%	OVERHEAD & PROFIT	\$108.75
	TOTAL SUBCONTRACTS	\$2,283.75

LA	BOR EXPE	ENSES	
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	107.16	\$84.42	\$9,046.45
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$9,046.45
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	L LABOR	\$9,046.45
	TOTA	L LABOR	\$9,046.45

	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
%	AS BUILTS / O&M'S	\$0.00
%	PERMIT FEES	\$0.00
%	ESTIMATING	\$0.00
%	CAD / DRAFTING	\$0.00
%	REPRODUCTION COSTS	\$0.00
%		\$0.00
%	EQUIPMENT RENTAL	\$0.00
2/6	CRANE / FORKLIFT	\$0.00
%	JOB TRUCK	\$0.00
%	MANLIFTS	\$0.00
%	KNUCKLE BOOM	\$875.00
<b>%</b>	BACKHOE	\$1,450.00
V <sub>0</sub>		\$0.00
<b>1</b> / <sub>0</sub>		\$0.00
6		\$0.00
6		\$0.00
6		\$0.00
6		\$0.00
6	WARRANTY	\$0.00
6		\$0.00
	SUBTOTAL DJE	\$2,325.00
6	OVERHEAD & PROFIT	\$348.75
	TOTAL DJE	\$2,673.75

C	HANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$5,238.41
	QUOTED MATERIAL	\$1,186.46
	SUBCONTRACTORS	\$2,283.75
	LABOR EXPENSES	\$9,046.45
	DIRECT JOB EXPENSES	\$2,673.75
su	BTOTAL CHANGE REQUEST	\$20,428.82
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$204.29
CHAI	NGE PROPOSAL TOTAL	\$20,633



## Detail Bill of Material

2241 Temp Power

**Negotiation No:** Alternate No:

0000



Nicole Zaizar | Switchgear Project Manager

No:

Project Name:

General Order

949-833-3052 Ext.332 Office 949-271-5037 Fax

3600 W. Segerstrom Ave., Santa Ana, CA 92704

STANDARD LEAD TIME PRICE PER THE ATTACHED:

BASE BID

\$1,915.00 C/N

ADDER FOR SHORT CIRCUIT, COORDINATION AND ARC FAULT STUDY:

ADDER FOR ACCEPTANCE TESTING/TRAINING:

NOT INCLUDED

NOT INCLUDED

#### NOTES:

QUOTED PER EMAIL DATED 7/31 - NO PLANS OR SPECS PROVIDED

SINCE UPSTREAM EATON BREAKER WAS AN 800AF SERIES RATING IS NOT AVAILABLE. ADDED MCB TO SERIES RATE PANEL OFF OF THAT.

QUOTED ALUM BUSSING

- DID NOT QUOTE WITH ANY FUTURE SPACE
- STANDARD LEAD TIME IS 3-4 WEEKS
- SUBJECT FOR APPROVAL

#### \*\*GENERAL COMMENTS, CLARIFICATIONS, SPECIAL CONDITIONS -VERY IMPORTANT PLEASE READ CAREFULLY.\*\*

- Cable terminations use mechanical type lugs, not compression type lugs, unless shown in the description of the equipment. Mechanical lugs will accept either copper or aluminum cables.
- No factory testing on the standard material for this specific quote unless an adder is provided.
- Spare Parts / Renewal Parts are not included unless shown as a separate item within this bill of material,
- Seismic calculations are not provided.
- No selective coordination included.
- LCP panels, Time Clocks, Photo Cells, Ltg Contactors, Ltg Inverters, UPS, Generators & Transfer switches are NOT INCLUDED in the price.
- Eaton is not responsible for Title 24 design compliance unless Title 24 requirements are an integral part of the design.
- Quote is based on my interpretation of the information, plans and specifications provided; It is the contractors responsibility to review for accuracy.
- Any materials not shown on this BOM are NOT included in your cost & should not be assumed to be included!
- 10. Any changes will affect the price and will require a revised quote.
- 11. Due to raw material costs pricing is firm for Thirty (30) business days from date of quote.
- 12. Tax is NOT INCLUDED, Orders greater than \$1,000.00 are freight allowed.
- 13. If a lift gate truck is required it can be provided for an additional charge, it is not included in your cost & should not be assumed to be included! U.O.N.





# **Detail Bill of Material**

Project Name: General Order No: 2241 Temp Power

Negotiation No: Alternate No: D0P50801X7K1

: 0000

Item No.

Qty

Product Panelboards Description

6 Circuits, 400A, Series Rated, 480V 3Ph 3W, Aluminum Bus, 65k AIC, 400A, HKD 3P Main Breaker[Top Fed], Surface Mounted

Catalog No P3E400BT12AH3R

Qty List of Materials

400A, HKD 3P Main Breaker 100A, 3P FD Branch Breaker 200A, 3P FD Branch Breaker

Std. Bolted Al Ground Bar (Al/Cu Cable)
 Panel Nameplate - White with Black Letters

Type 3R Enclosure: LWPQ2060

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction there of for the time the shipment is delayed.

### PREVAILING WAGE

State



QUOTE: 508205

7/24/2017 10:16:51 AM eb AW

PPArea: LA

1210 N RED GUM ST, ANAHEIM, CA 92806 (818) 504-4974 FAX (818) 504-4975

Customer: TAFT ELECTRIC

Job: 2241 Lemonwood School K-8

Job#: 275050

1694 EASTMAN AVE

Supr Phone: (805) 654-7994

Ord Supr: Matt Gobuty

Supr Cell: (805) 654-7994

(805) 642-0121

VENTURA, CA 93003

Tract #: -

Phase: Building 3 Lot(s): -

Contract #:

P O #:

Location: 2200 Carnegie Ct.

Cross Str: San Mateo Pl., Oxnard

Phone:

Fax:

Scope Of Work: Equipment needed for power for Building 3 once school power gets demo.

Fax: (805) 650-0915

Remarks:

Monthly\* rental charges will be \$230.00 per month\* after the first 12 months\*. \*Months will be calculated in 28-day

periods.

Quantity Equipment/Service

3 Pole - Black Diamond (30 feet)

6 Wire - O/H 2/0 Gruillo (1 Span)

8 Prevailing Wage Crew Labor

Bucket Truck - per day

1 Pole - Bare Support

> Total: \$4,350.00

Quote Notes:

Quote is layout specific. Any changes to equipment and / or services may incur additional cost.

Cord and Boxes can be rented at \$160 a month

Customer is to provide access for installation and removal.

Quote includes installation. In addition, a one-time FINAL pickup will be done at no charge. Any partial

pickups to be charged on an hourly rate.

This quote is subject to final source approval by utility company.

This quote is subject to municipality approvals for system installation.

Severe digging or rocky soil conditions may incur an additional cost. Inclement weather conditions may delay installation dates and/or require additional cost.

USA Underground Dig Alert must clear before any excavation.

Any required encroachment permits, easement/right-of-way permits may delay installation dates.

Customer to spot all pole locations with a Power Plus representative.

As Notice to Proceed, please sign and return quote.

Power Plus does not pro-rate equipment rental for partial months.

Core drilling is extra.

Power Plus is not responsible for damage to landscape due to equipment installation or removal.

Customer is responsible to fill all holes and patch all asphalt/concrete.

Preliminary information & billing requirements MUST be completed prior to installation.

Upon receipt of signed quote, necessary equipment will be ordered and scheduling can be determined.

The customer is responsible for contacting the power company to de-energize meters.

Customer is liable for equipment upon delivery. This shall include but is not limited to the costs associated with loss or damage due to theft, trespass, or vandalism.

This quote is valid for 30 days.

Encroachment / Traffic Control permits are not a part of this proposal, if required, it will be at extra cost.

Power Plus rental billing cycle is based on 28 days per month.

If an electric shutdown is necessary, Power Plus will notify all parties affected. Power Plus is not

# responsible for any damages that may occur as a result of the shutdown. Prevailing Wage is included in this quote.

Note: After the meter is set and inspected, please allow 7 to 10 working days for the utility company to energize your meter. Please figure on more days during and immediately after periods of RAIN, HIGH WINDS, and excessively HOT DAYS. \*Power Plus! is not responsible for the accuracy of information provided by the utility company in relation to the source verification. \*\*Permit\_application fees to be determined by respective City and Utility.

TAFT ELECTRIC will provide Power Plus! with exact equipment locations prior to installation. An additional service fee will be charged for any equipment relocation. TAFT ELECTRIC will be responsible for locating and marking all private underground utilities including landscape irrigation systems not identified by USA Dig Alert. TAFT ELECTRIC will be financially responsible for any damage and repair work for any underground private utility systems (including landscape irrigation systems) not marked prior to equipment installation. TAFT ELECTRIC will pay any additional cost for adverse digging conditions, special equipment required for safe installation, additional permits, permit deposits or an other unusual cost or fee required to perform installations services.

Prior to equipment delivery, a signature by an authorized representative of TAFT ELECTRIC is required on this Quote Form, Furthermore, if TAFT ELECTRIC requires a Purchase Order (P.O.), a P.O. # and document must be issued to Power Plust before work is completed. Rental period is based on 4 week months. Invoices are due upon receipt.

#### QUOTE SUBJECT TO SOURCE VERIFICATION PER ELECTRICAL AND / OR TELEPHONE UTILITY COMPANY(S).

TAFT ELECTRIC Signature:	Date:		
Print Name:			
PowerPlus! Representative:	Date:	7/24/2017	
Miguel Sanchez			

Quote: 508205 Page 2 of 2



Prolog Manager

Printed on: 12/20/2017 TaftProlog

# Change Order Request

Page 1

Detailed, Grouped by Each Number

2200 Ca	emonwood arnegie Court CA 93033		Project # 2241 Tel: Fax:		Та	aft Electric Compar
Chang	e Order Red	quest: 071				Date: 12/20/201
То:		Builders leroa Street s, CA 90017	From:	Matt Gobuty Taft Electric Comp P.O. Box 3416 Ventura, CA 9300		
Descri	ption			Category	Status	
	ary Power Allo	owance			Submittee	i
Refere	nce		Required	в Ву	Days Req	Amt Req
			12/27/201	7	0	18,560
Notes						
PCO No	o Date	Reference	Am	nt Prop Days Req	Category	Reason
Descrip	otion		Notes			
Approve	ed By:					
Signatu	7					

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	71
				CUST RFP#:	
COR DESCRIPTION:	Temp Pwr Allowance	Estimate 2018		DATE:	12/20/2017

TAI	KE 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
T01	AL \$0.00	0.00

	TAKEOFF MATERIAL	The same
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
A 73.7	SUBTOTAL MATERIAL	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL TAKEOFF MATERIAL	\$0.00

VENDOR	QUOTED MATERIAL 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

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
Power Plus	January Thru August 2018 (\$410 per mo)	\$3,280.00
		\$0.00
		\$0.00
N	SUBTOTAL SUBCONTRACTS	\$3,280.00
5.00%	OVERHEAD & PROFIT	\$164.00
	TOTAL SUBCONTRACTS	\$3,444.00

	LABOR E	XPENSES	
TYPE	HOURS	RATE	AMOUNT
Journey	man 40.00	\$84.42	\$3,376.80
	0.00	\$0.00	\$0.00
	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	\$3,376.80
0.00%			\$0.00
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	\$3,376.80
		TOTAL LABOR	\$3,376.80

%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.0
0.00%	PERMIT FEES	\$0.0
0.00%	ESTIMATING	\$0.0
0.00%	CAD / DRAFTING	\$0.0
0.00%	REPRODUCTION COSTS	\$0.0
0.00%		\$0.0
0.00%	EQUIPMENT RENTAL	\$0.0
0.00%	CRANE / FORKLIFT	\$0.0
0.00%	JOB TRUCK	\$0.0
0.00%	MANLIFTS	\$0.0
0.00%	8 months rental	\$0.0
0.00%	(8)50A 50' Temp Pwr Cord(\$33ea per mo)	\$2,112.0
0.00%	(8)50A 100' Temp Pwr Cord(\$66ea per mo)	\$4,224.0
0.00%	(8)Spider Box(\$38ea per mo)	\$2,432.0
0.00%	(3) Temp Light Stringers (\$30 ea per mo)	\$720.0
0.00%	(2)75 KVA Temp Skid(\$35ea per/mo)	\$560.0
0.00%		\$0.0
0.00%		\$0.0
0.00%	WARRANTY	\$0.0
0.00%		\$0.0
	SUBTOTAL DJE	\$10,048.0
15.00%	OVERHEAD & PROFIT	\$1,507.2
	TOTAL DJE	\$11,555.2

	CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$0.00
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$3,444.00
	LABOR EXPENSES	\$3,376.80
	DIRECT JOB EXPENSES	\$11,555.20
	SUBTOTAL CHANGE REQUEST	\$18,376.00
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$183.76
	CHANGE PROPOSAL TOTAL	\$18,560



### BC RINCON CONSTRUCTION, INC.

67 East La Loma Avenue Somis CA 93066

Phone: 805-981-0690 Fax: 805-485-4705

AR@BCRINCON.COM

IOR	H.	16 172	CCOHO
JOB	H.	16-123	LLUHZ

DATE: December 19, 2017

TO: Swinnerton Builders

17731 Mitchell North, Suite 200

Irvine, CA 92614

PROJECT: Lemmonwood K-8 School LLB

DESCRIPTION:

Additional paving: At area adjacent to the fire road which was formerly intended to be a

planter, Construct two ramps, one to park and one to parking lot.

		QTY		UNIT	AMOUNT	
1	Pave area that was intended to be a planter along side of Fire Road with 4" of Asphalt on 6" of Class II Recycled	330	SF	\$3.26	\$1,075.80	-
2	Construct Asphalt Ramp from Fire Road to Park	200	SF	\$5.75	\$1,150.00	
3	Construct Asphalt Ramp from Fire Road to Parking Lot	349	SF	\$5.75	\$2,006.75	
4	TOTAL:				\$4,232.55	

Original Contract \$464,411.00
Other Approved Change Orders
This Request \$4,232.55
Other Pending Request \$0.00

Total Contract and Approved Change Orders \$466,427.35

Authorized Signature:	-uL	Date:	12/19/17
	BC Rincon Construction		
Authorized Signature:		Date:	



# BC RINCON CONSTRUCTION, INC.

67 East La Loma Avenue Somis CA 93066

Phone: 805-981-0690 Fax: 805-485-4705

Phone: 803-981-0090 Fax. 803-	105 1105			
AR@BCRINCON.COM				
IOB #: 16-123 CCO#3 Revised				
DATE: March 1, 2018				
TO: Swinnerton Builders 17731 Mitchell North, Suite 200 Irvine, CA 92614				
PROJECT: Lemmonwood K-8 School LLB				
DESCRIPTION: Additional paving: In Parking Lot of Carnegie Court, N	Near Schoo	l Drop C	off Area.	
	QTY		UNIT	AMOUNT
Construct Ramp from Parking Lot Level to Curb	162	ŠF	\$9.25	\$1,498.50
Revise CO Additional wings Added to AC Ramp Paving				\$674.88
TOTAL:				\$2,173.38
Original Contract			4,411.00	
Other Approved Change Orders			4,470.75	
This Request	_	\$4	\$0.00	
Other Pending Request Total Contract and Approved Change Orders		\$46	8,881.75	
Total Contract and Approved enouge events				
		3	11/11	
Authorized Signature:	Date:		11.1	
BC Rincon Construction				E-M/

Authorized Signature:



16164 Sierra Highway Santa Clarita, CA 91390 Phone 661.252.2012 Fax 661.298.4585 CA License No. 381605

# **CHANGE ORDER REQUEST**

COR	SCC-005
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	Per email 11/29/17 BG	

### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of additional pad and walkway as depicted on the drawing sent by BG on 11/29/17.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
As Directed	Layout concrete	Site	12/7/17	Carpenter	Foreman	R	1	Hr	\$93.10	\$93.10
As Directed	Layout concrete	Site	12/7/17	Carpenter	Journeyman	R	1	Hr	\$84.96	\$84.96
As Directed	Fine grade/set forms	Site	12/7/17	Carpenter	Journeyman	R	8	Hr	\$84.96	\$679.71
As Directed	Fine grade/set forms	Site	12/7/17	Carpenter	Apprentice	R	8	Hr	\$70.77	\$566.13
As Directed	Pour concrete	Site	12/7/17	Carpenter	Journeyman	R	16	Hr	\$84.96	\$1,359.43
As Directed	Pour concrete	Site	12/7/17	Carpenter	Apprentice	R	8	Hr	\$70.77	\$566.13
As Directed	Pour concrete	Site	12/7/17	Mason	Journeyman	R	16	Hr	\$80.91	\$1,294.63
As Directed	Pour concrete	Site	12/7/17	Mason	Apprentice	R	8	Hr	\$68.79	\$550.36
As Directed	Pour concrete	Site	12/7/17	Equipment	Trailer Pump	R	4	Hr	\$295.00	\$1,180.00
As Directed	Pour concrete	Site	12/7/17	Material	Ready Mix	R	12	Yd	\$117.65	\$1,394.34
As Directed	Pour concrete	Site	12/7/17	Material	Eco Pan	R	1	Ea	\$550.00	\$550.00

### **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

Fine grading included +/- 1/10 - base, sand, OEX/R, other grading, etc not included.

Reinforcing not included

Removal of concrete not included

EXTENSION OF CONTRACT DURATION--->

1 Day

SUB-TOTAL \$8,318.80 P&O \$1,247.82 TOTAL FOR THIS COR \$9,566.62



16164 Sierra Highway Santa Clarita, CA 91390 Phone 661.252.2012 Fax 661.298.4585 CA License No. 381605

# **CHANGE ORDER REQUEST**

COR	SCC-016
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	1/2/18
REFERENCE	Added temp concrete per BG 12/19/17

### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide temporary concrete walkway approximately 90 l.f. long by 6 l.f. wide approximately 6" thick with broom finish.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
BG email 12/19/17	Set forms/pour	Site	1/2/18	Carpenter	Foreman	R	8	Hr	\$93.10	\$744.82
BG email 12/19/17	Set forms/pour	Site	1/2/18	Carpenter	Journeyman	R	24	Hr	\$84.96	\$2,039.14
BG email 12/19/17	Pour/finish	Site	1/2/18	Mason	Journeyman	R	16	Hr	\$80.91	\$1,294.63
BG email 12/19/17	Pour concrete	Site	1/2/18	Equipment	Trailer pump	R	1	Ea	\$975.00	\$975.00
BG email 12/19/17	Pour concrete	Site	1/2/18	Material	Ready Mix	R	10	Yds	\$117.65	\$1,176.47

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	
Cement mason time includes 4/8 hour guarantees	
Rebar, dowels, etc. are not included in this COR.	
EXTENSION OF CONTRACT DURATION>	1 Day

SUB-TOTAL	\$6,230.07
P&O	\$934.51
TOTAL FOR THIS COR	\$7,164.58



March 26, 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. 0267.24 Phase II delay cost

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Swinerton General Conditions cost associate with delay in owner occupancy of new Classroom Building and vacating existing Classrooms at beneficial occupancy

Phase	Category	Description	Subcontractor	Quote
502005	71150	Delay Cost 53 days Jan 8, 2018 to March 01, 2018 53 days@\$4187	1	221,911.00
510001	71180	Credit move-in assist allowance		-20,000.00
			Subtotal	201,911.00
007480	71160	Subguard	1.15%	2,321.98
007410	71160	Builders Risk	0.6%	1,225.40
007420	71160	General Insurance	1.15%	2,348.68
991000	79999	Change Order Fee	5%	10,390.35
			Markup Subtotal	16,286.41
			PCI Total	218,197.41

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 218,197.41.

### Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 53 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.

\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	146.94 111.96 75.43 64.58 115.79 94.76 95.50 64.79 43.26 69.20 115.65 116.92 627.31 179.82 1,126.01		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	5,878 19,257 12,974 11,108 27,326 3,032 3,056 8,293 7,441 2,768 2,313 2,338 627
\$ \$ \$ \$ \$ \$ \$ \$ \$	75.43 64.58 115.79 94.76 95.50 64.79 43.26 69.20 115.65 116.92 627.31 179.82 1,126.01	hr h	\$ \$ \$ \$ \$ \$ \$ \$ \$	12,974 11,108 27,326 3,032 3,056 8,293 7,441 2,768 2,313 2,338 627 180
\$ \$ \$ \$ \$ \$ \$ \$ \$	64.58 115.79 94.76 95.50 64.79 43.26 69.20 115.65 116.92 627.31 179.82 1,126.01	hr hr hr hr hr hr hr mo	\$ \$ \$ \$ \$ \$ \$ \$ \$	11,108 27,326 3,032 3,056 8,293 7,441 2,768 2,313 2,338 627 180
\$ \$ \$ \$ \$ \$ \$ \$ \$	115.79 94.76 95.50 64.79 43.26 69.20 115.65 116.92 627.31 179.82 1,126.01	hr hr hr hr hr hr hr mo	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	27,326 3,032 3,056 8,293 7,441 2,768 2,313 2,338 627
\$ \$ \$ \$ \$ \$ \$ \$	94.76 95.50 64.79 43.26 69.20 115.65 116.92 627.31 179.82 1,126.01	hr hr hr hr hr hr mo	\$ \$ \$ \$ \$ \$ \$	3,032 3,056 8,293 7,441 2,768 2,313 2,338 627 180
\$ \$ \$ \$ \$ \$ \$	95.50 64.79 43.26 69.20 115.65 116.92 627.31 179.82 1,126.01	hr hr hr hr hr mo	\$ \$ \$ \$ \$ \$	3,056 8,293 7,441 2,768 2,313 2,338 627 180
\$ \$ \$ \$ \$ \$	64.79 43.26 69.20 115.65 116.92 627.31 179.82 1,126.01	hr hr hr hr mo	\$ \$ \$ \$ \$	8,293 7,441 2,768 2,313 2,338 627 180
\$ \$ \$ \$ \$	43.26 69.20 115.65 116.92 627.31 179.82 1,126.01	hr hr hr mo	\$ \$ \$ \$ \$	7,441 2,768 2,313 2,338 627 180
\$ \$ \$ \$ \$	69.20 115.65 116.92 627.31 179.82 1,126.01	hr hr hr mo	\$ \$ \$ \$	2,768 2,313 2,338 627 180
\$ \$ \$ \$ \$	115.65 116.92 627.31 179.82 1,126.01	hr hr mo	\$ \$ \$ \$	2,313 2,338 627 180
\$ \$ \$ \$	116.92 627.31 179.82 1,126.01	hr mo mo	\$ \$	2,338 627 180
\$ \$ \$	627.31 179.82 1,126.01	mo mo	\$	627 180
\$ \$ \$	179.82 1,126.01	mo	\$	180
\$	1,126.01			
\$		mo	4	
	700 40		>	1,126
	720.40	mo	\$	720
\$	51.95	mo	\$	52
\$	846.67	mo	\$	847
\$	600.00	mo	\$	600
\$	266.71	mo	\$	267
\$	355.67	mo		356
\$	52.22	mo		52
	5,240.00	mo		5,240
\$	598.00	mo		598
\$	585.00	mo		585
	1,919.26	wk	\$	8,253
\$	313.95	mo	\$	314
		266.71 355.67 5 52.22 5 5,240.00 5 598.00 5 585.00 1,919.26	266.71 mo 355.67 mo 5 52.22 mo 5 5,240.00 mo 5 598.00 mo 1,919.26 wk 313.95 mo	266.71 mo \$ 355.67 mo \$ 5 52.22 mo \$ 5 52.40.00 mo \$ 5 598.00 mo \$ 5 585.00 mo \$ 1,919.26 wk \$ 313.95 mo \$



December 21, 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. 0286 Add window coverings in Kindergarten building

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Per addendum #2 only the MPR and Administration Building were to receive window coverings. Add window coverings in the Kindergarten Building per marked up plan sheet A4.11-1 received 12-21-17

Phase	Category	Description	Subcontractor	Quote
122100	71140	Per addendum #2 only the MPR and Administration Building were to receive window coverings. Add window coverings in the Kindergarten Building per marked up plan sheet A4.11-1 received 12-21-17		3,499.00
			Subtotal	3,499.00
007480	71160	Subguard	1.15%	40.24
007410	71160	Builders Risk	0.6%	21.24
007420	71160	General Insurance	1.15%	40.70
007510	71160	P&P Bond	1%	34.99
991000	79999	Change Order Fee	5%	180.06
			Markup Subtotal	317.23
			PCI Total	3,816.23

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 3,816.23.

#### 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 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	Quotation accepted by: Oxnard School District
Date: 12/21/2017	By:
	Semilar MacDood CFW Pregam N 3/3718

# Window Blinds, Shades & Drapes, Projection Screens, Stage Drapes, Cubicle Curtains, and more SERVING ALL CALIFORNIA and BEYOND - Divisions 10, 11, and 12

# A1 Quality Blinds

QUALITY AT GUARANTEED LOWEST PRICES

Address: 9354 Pipilo Street, San Diego, CA, 92129

858-689-9999 Phone:

866-547-6470

a1qbcllc@gmail.com E-mail: Fax:

www.alqualityblinds.com Web:

Contractor's License Number - 1009294

Liability Insurance: Navigator insurance DUNS # 05 123 5393

## CHANGE ORDER ESTIMATE

SUBMITTED TO: Swinerton Builders Lemonwood School

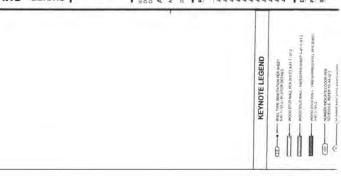
ITEM		MATERIAL	EQUIP/SUB	ABOR	TOTAL
Blinds for the Kindergarden Bldg.	ΔTY				10.0
Blinds to match the rest of the buildings	17	168 00			00000
Installation	5 hours	\$65.00			\$325.00

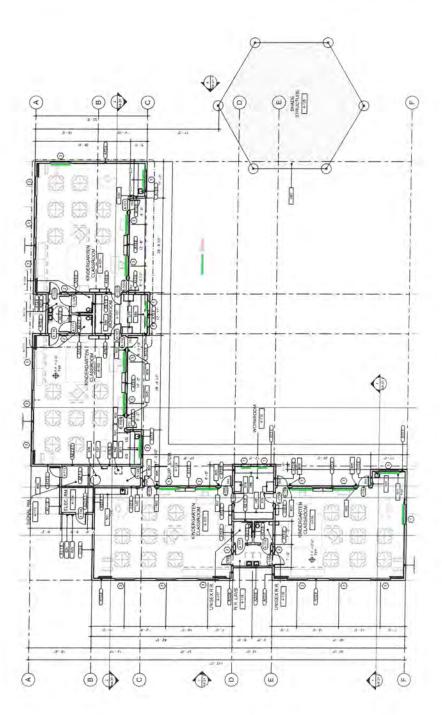
Sales Taxes / Burdens	Subtotal Payroll Fringes	#REF!	#REF! 8.25	###	\$3,181.00
	1		03:0	4	חומומפת
	Expedite Shipping		#REF!	#	000
Overhead and Drofit			1		0.00
Overhead and FIGH		0.10			318 00
TOTAL					0.010

### Note:

Excludes lift, scafolding, etc

## DIR certification: 1000006500 Women Owned Business





#### **Bill Gray**

From: Tom Bardwell <tbardwell@sva-architects.com>

Sent: Thursday, December 21, 2017 9:57 AM

To: Nalani Scanlon
Cc: Bill Gray

Subject: RE: Lemonwood 122113-001 Horizontal Louver Blinds - 1.05B - Product Data/Shop

Drawings

Attachments: A4-11-1.pdf

Hi Nalani,

Please see the attached exhibit. I think we should include the kindergarten building in this submittal as well as some of the windows are not covered by marker boards.

Since this is a time sensitive submittal, I will add this exhibit to the submittal and send it over to you today.

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

. .

A Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: Nalani Scanlon [mailto:NScanlon@swinerton.com]

Sent: December 16, 2017 11:57 AM

To: Tom Bardwell <tbardwell@sva-architects.com>

Subject: Lemonwood 122113-001 Horizontal Louver Blinds - 1.05B - Product Data/Shop Drawings

Hi Tom.

Please see the attached <u>Submittal #122113-001 Horizontal Louver Blinds - 1.05B - Product Data/Shop Drawings</u> for your review and approval. We request your response by 12/19/17.

Thanks!

#### Nalani Scanlon

Senior PE | SWINERTON BUILDERS

T 805.832.4993 | C 213.334.1807 | www.swinerton.com

JOBSITE OFFICE: 2200 Carnegie Ct., Oxnard, CA 93033

nscanlon@swinerton.com

125

INTEGRITY | LEADERSHIP | PASSION | EXCELLENCE



January 4, 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. 0294

Add window coverings in Classroom Building

Dear Mr. Scott Burkett,

We request a Change Order to our contract for the following:

Add window coverings in Classroom Building where sliding marker boards are not installed

Phase	Category	Description	Subcontractor	Quote
122100	71140	Add window coverings in Classroom Building where sliding marker boards are not installed		4,387.00
			Subtotal	4,387.00
007480	71160	Subguard	1.15%	50.45
007410	71160	Builders Risk	0.6%	26.63
007420	71160	General Insurance	1.15%	51.03
007510	71160	P&P Bond	· 1%	43.87
91000	79999	Change Order Fee	5%	225.76
			Markup Subtotal	397.74
			PCI Total	4,784.74

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,784.74.

#### 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 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	Quotation accepted by: Oxnard School District
Date:1/04 /2018	Date:
	Shanger Mychalle CFW Program My 3/37/14

# Window Blinds, Shades & Drapes, Projection Screens, Stage Drapes, Cubicle Curtains, and more SERVING ALL CALIFORNIA and BEYOND - Divisions 10, 11, and 12

# A1 Quality Blinds

QUALITY AT GUARANTEED LOWEST PRICES

Address: 9354 Pipilo Street, San Diego, CA, 92129

Phone: 858-689-9999

Fax: 866-547-6470

E-mail: alqbelle@gmail.com

b: www.alqualityblinds.com

Contractor's License Number - 1009294

Liability Insurance: Navigator insurance DUNS # 05 123 5393

## CHANGE ORDER ESTIMATE

SUBMITTED TO: Swinerton Builders

Lemonwood School

\$455.00 \$3,360.00 TOTAL LABOR EQUIP/SUB 168.00 MATERIAL 7 hours QT√ Blinds to match the rest of the buildings ITEM Blinds for the Classrooms Installation

Sales Taxes / Burdens	Subtotal #REF!	F! #REF! 8.25	###	\$3,815.00
Expedite Shipping	pina	#0551	4	000
Overhead and Drafit		#INCL :	#	0.00
Overligation and Figure	0	0.10		572 00

### Note:

Excludes lift, scafolding, etc.

## Women Owned Business DIR certification: 1000006500

#### **Bill Gray**

From: Tom Bardwell <tbardwell@sva-architects.com>

Sent: Tuesday, January 02, 2018 6:18 PM

To: Bill Gray; Christopher Barbato; Nalani Scanlon; Gary Hackler

Subject: RE: RSP window coverings?

Yes, please add window coverings to the RSP windows as well. If the windows below don't already have window coverings, lets add them as well.

Room 1-118, 1-119, 1-218, 1-219, 1-233, 1-234

If I overlooked any other window coverings in the Classroom, please let me know.

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

https://na01.safelinks.protection.outlook.com/?url=www.sva-

architects.com&data=02%7C01%7C%7C31c433ddf8cd4a48d2bd08d55250317a%7Ca3f025392014483e9c282d9c1b4f9ca4%7C0%7C0%7C636505426761679596&sdata=CQY1SIINKfxK%2BdS5ZaFaPMVgobK85jBXkLG0uYv2iSc%3D&reserved=0

Please consider the environment before printing this email and/or any attachments

----Original Message-----

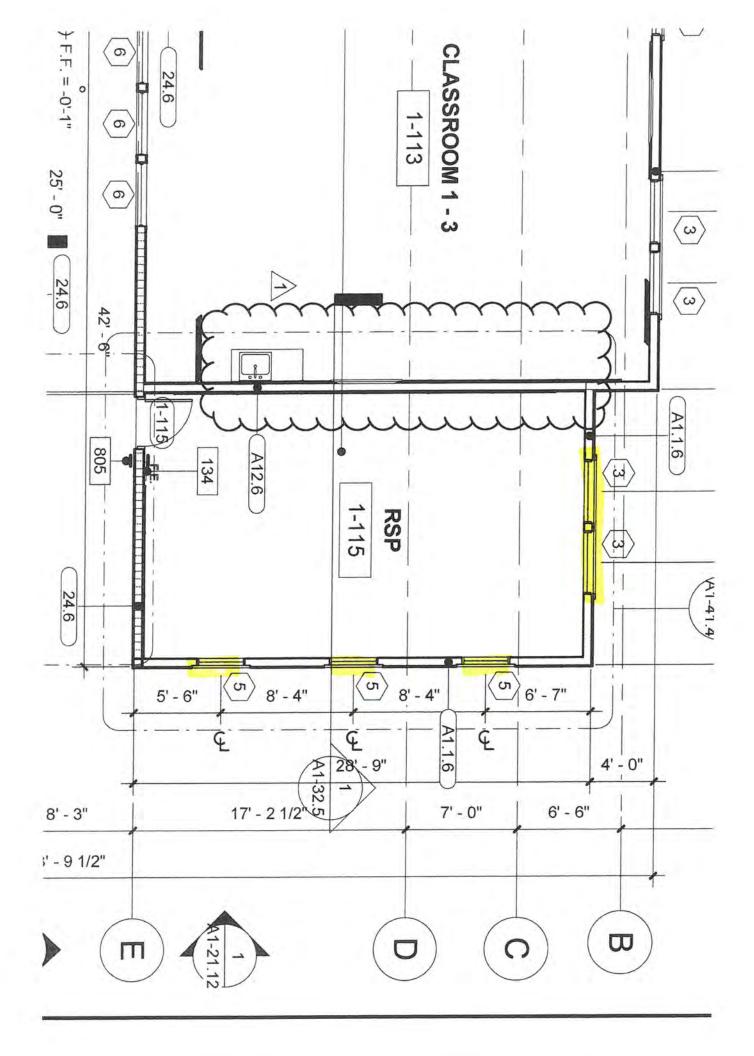
From: Bill Gray [mailto:BGray@swinerton.com]

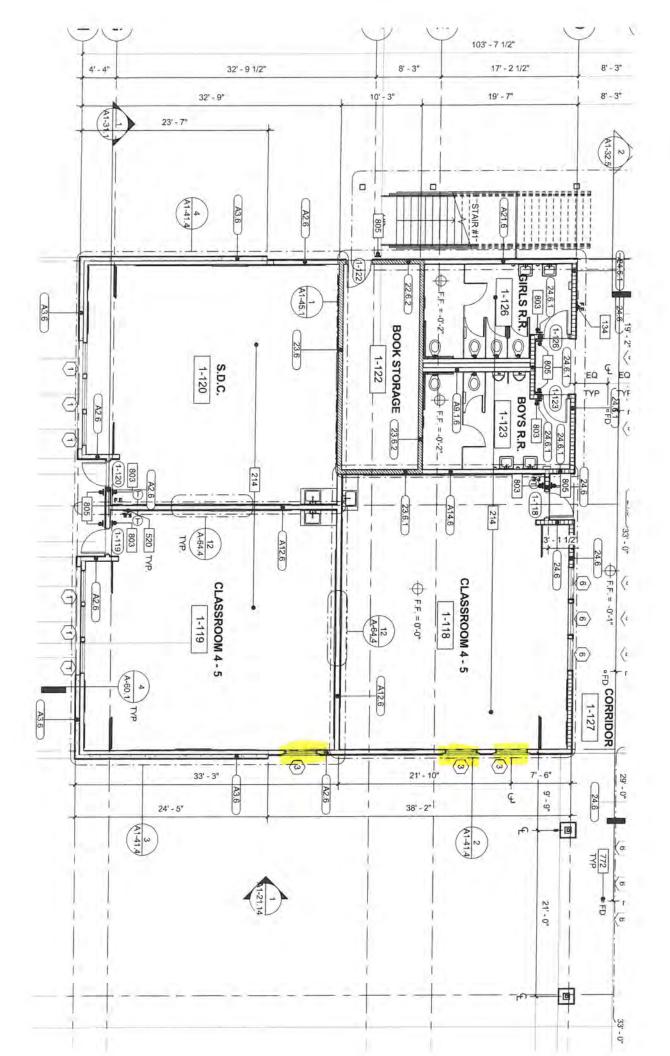
Sent: January 02, 2018 4:55 PM

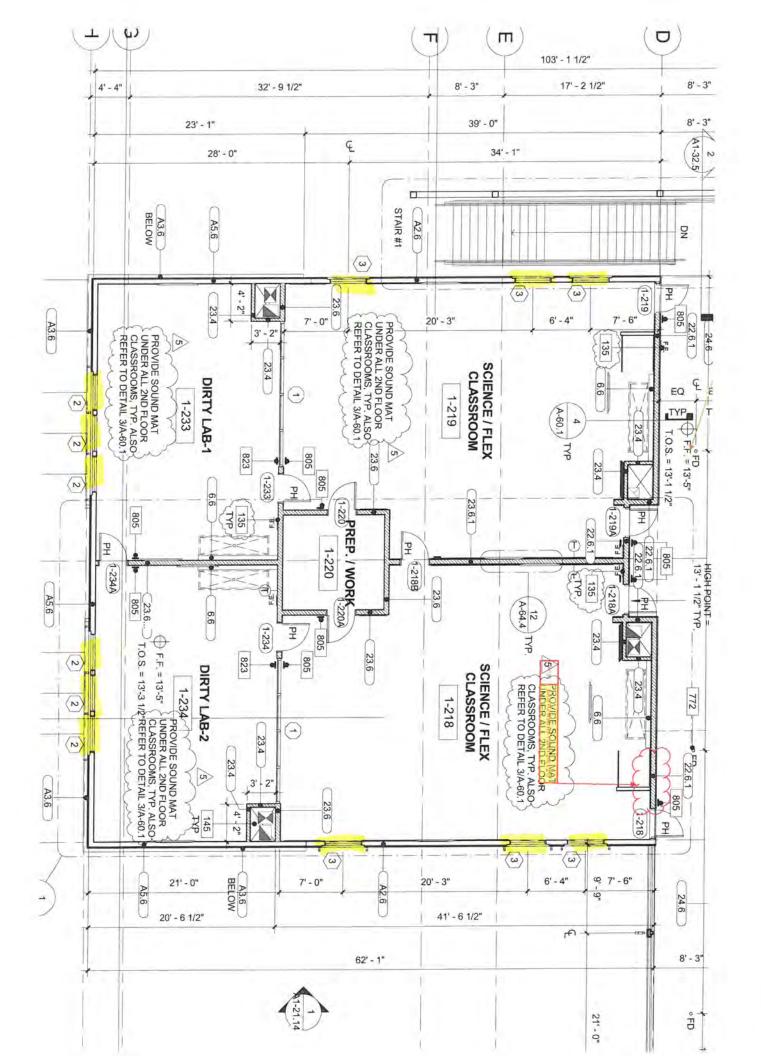
To: Tom Bardwell <tbardwell@sva-architects.com>; Christopher Barbato <CBarbato@swinerton.com>; Nalani Scanlon

<NScanlon@swinerton.com>; Gary Hackler <GHackler@swinerton.com>

Subject: RSP window coverings?









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. 0304 Add lockers to Boys and Girls locker rooms in MPR Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Add a single tier of lockers to the existing lockers in the boys and girls locker rooms in the MPR Building.

Phase	Category	Description	Subcontractor	Quote
105100	71140	Add a single tier of lockers to the existing lockers in the boys and girls locker rooms in the MPR Building.	GLOBAL SPECIALTIES DIRECT, INC.	14,398.00
			Subtotal	14,398.00
007480	71160	Subguard	1.15%	165.58
007410	71160	Builders Risk	0.6%	87.38
007420	71160	General Insurance	1.15%	167.48
007510	71160	P&P Bond	1%	143.98
991000	79999	Change Order Fee	5%	740.92
	{}		Markup Subtotal	1,305.34
			PCI Total	15,703.34

#### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 15,703.34.

#### 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.
- X We HAVE NOT proceeded with this revised work per your instructions. Please issue a change order.



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 Bullders	Quotation accepted by: Oxnard School District
Date: 1/24/2018	By:
	Dennifor Medsone
	CFW Program My



10118 Santa Fe Springs Road Santa Fe Springs, Ca 90670 Phone: 562.777.1170

Fax: 562.777.1170 specialtiesdirect.com

#### REQUEST FOR CHANGE ORDER

CONTRACTOR: SWINERTON BUILDERS DATE: 01/23/2018

JOB: LEMONWOOD K-8 SCHOOL

ATTENTION: GARY HACKLER OXNARD, CA 
<GHACKLER@SWINERTON.COM>

CHANGE ORDER: 4

GLOBAL JOB#: 16201

REASON FOR CHANGE:

ADDING FOR— SPECIFIED LOCKERS ARE NOT TALL ENOUGH; ONCE INSTALLED, CUSTOMER WANTS TO ADD HORIZONTAL ROW OF SINGLE TIER LOCKERS. ALSO ADDING MISSING ADA BENCH FOR ROOM#: 2-113 AT NO COST.

QTY	SIZE	TOTAL	DESCRIPTION
67	12" W x 15" D x 12" H—1-Tier	\$14,398.00	7030-77 Stone Gray    To be Added to top of other lockers = Labor & Materials
1	48" L x 24" D	\$0.00	ADA Bench—\$0 Cost [Missed from Drawings]

TOTAL INCLUDING TAX \$ 14,398.00 LABOR \$ INCLUDED TOTAL CHANGE ORDER REQUEST \$ 14,398.00

GLOBAL SPECIALTIES DIRECT INC.

ACCEPTED BY:

TITLE:

BY: TOM READY GENERAL MANAGER

PLEASE NOTE: CHANGE ORDER WILL NOT BE PROCESSED UNTIL

SIGNATURE IS RECEIVED

\*\*CHANGE ORDER(S) WILL NOT BE PROCESSED UNTIL GLOBAL SPECIALTIES DIRECT INC. HAS RECEIVED APPROVAL FROM YOUR FIRM.



February 27, 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. 0311 Access barriers at Stairs 2 & 3

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Furnish and install access barriers at Stairs 2 & 3 as directed in RFI 0330

Phase	Category	Description	Subcontractor	Quote
051200	71140	RFI 0330 add access barriers at Stairs 2 & 3	BECK STEEL, INC.	22,458.00
099100	71140	RFI 0330 add access barriers at Stairs 2 & 3	Trìumph Paintìng	1,323.00
			Subtotal	23,781.00
007480	71160	Subguard	1.15%	273.48
007410	71160	Builders Risk	0.6%	144.33
007420	71160	General Insurance	1.15%	276.63
007510	71160	P&P Bond	1%	237.81
991000	79999	Change Order Fee	5%	1,223.77
			Markup Subtotal	2,156.02
			PCI Total	25,937.02

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 25,937.02.

#### 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 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

Oxnard School District

By:

Date:



February 7, 2018

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# 19

Nalani,

Please find below our estimated cost associated with scope changes as a result of PCI # 330; detail, fabricate, prime paint and install new rails at stairs 2 & 3.

The scope of the change is as follows:

Total Change Order Request:	\$22,458
5% OH&P	\$279
Total Field Cost per Attached:	\$5,580
15% Markup:	\$2,165
Subtotal:	\$14,434
Tax on Material	\$924
Freight	\$400
Fab Farmout (21 If of 11 line rail)	\$11,550
Other Buyouts	\$0
Deck	\$0
Joists	\$0
Material	\$0
Engineering	\$0
Detailing	\$1,560

Requested Change in Subcontract Time due to this change (Work Days)

\_\_\_\_\_

The requested extension to the Subcontract Schedule reflects 1 additional days for fabrication and 2 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



February 7, 2018

Shift 1 Rate

Beck Steel, Inc. 401 N. Loop 289 Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

COR# 36

RFI#

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

#### DESCRIPTION

- install new guardrails at stairs 2 and 3
   Core holes and grout

General Foreman	Shift 1		16	mh @	3	93.77	/mh	S	
Ironworker Foren				mh @		89.17	/mh	5	
Journeyman Iron	worker Shift 1		16	mh @	5	84.98	/mh	S	
Fire watch Shift	1		0	mh @		84.98	/mh	S	
Apprentice Shift	1		0	mh @	5	79.56	/mh	5	
Gen Foreman O	T Shift 1		0	mh @	5	119.09	/mh	S	
Ironworker Forem	ian OT Shift 1		0	mh @	5	112.18	/min	S	
Journeyman Iron	worker OT Shift 1		0	mh @	5	105.91	./mh	S	
Fire watch Shift	1 OT		0	mh @	\$	105,91	/mh	S	100
Apprentice OT S	hift t		0	mh @	S	99.44	/mh	\$	1
Gen Foreman D	Shift 1		0	mh @	\$	144.41	/mh	\$	-
Ironworker Forem	an DT Shift 1		0	mh @	5	135,20	/mh	5	-
Journeyman Irony	worker DT Shift 1		0	mh @		126.83	/mh	5	
Fire watch Shift '			0	mh @	\$	126.83	/mh	\$	-
Apprentice DT S	nift 1		0	mh @		119.32		S	-
General Foreman	Shift 1	premium	0	mh @		25.32	/mh	S	100
Ironworker Forem	an Shift 1	premium	0	mh @		23.01	/mh	S	-
Journeyman Irony	vorker Shift 1	premium	.0	mh @	S	20.93	/mh	S	-
Apprentice Shift	1	premium	0	mh @	\$	19.88	/mh	\$	
			32					5	2,860.00
		Onty	Unit						
Subsistence		0	1,000	each	5	20.00	/ea/day		-
Travel		0	0.00	each	5	25.00	/ea	5	
Steel Trade Cons	umables				S	3.87	mr	S	123 84
Small Tools					S	3.04	/hr	5	97.28
Safety Equipment					5	300	/hr	\$	68.80
Field Truck					S	30.00	/hr	S	480.00
Parking				day			S	S	
Escort Service			0.00	1,000			/hr	S	~
Escort Service OT	5-1		0.00				/hr	5	-
Weld FP		0	0.00	/hr	S	32,26	/hr	\$	11.5
Weld Std		1	16.00		5	26.40	/hr	S	422.40
Torch Setup		0	0.00	/hr	\$	15.00	/hr	S	
Air Compressor		0	0.00	/hr	S	27.50	/hr	S	-
Hilti All threads	5.8 x 1/2"	0	0.00				Is	5	211
Crane		.0	0.00		5	380.00	/hr	5	
Crane Other Exp		0	0.00	/hr	S	130.00	/hr	S	
Crane Move in		0	0.00		8		/ea	S	200
Core holes		1	8.00	each	S	100.00	/ea	S	800.00
Forklift	6 K	0	0.00		S	40,00	/hr	5	2
Forklift	10 K	0	0.00	/hr	S	40.58	/hr	\$	F.
19-0 scissor lifts		0	0.00	/hr	S	11.40	/hr	S	
					Sub	Total		\$	4,852.32
							15%	S	727.85

Days added to the schedule REMOBILIZATION LOST PRODUCTIVITY:

2 work days 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

Transmitted To: SWINERTON

Transmitted To:

Transmitted By: Leon Herder (Manager field operations)



DATE: 2/16/2018
PROJECT: Lemonwood

Rate:
\$53.98

#### Request for Change Order

Description of work: Stair 2 & 3 access barrier

Includes: Prep, protect finished surfaces, prime, paint, cleanup

Labor process: Protect finished surfaces, prep, prime coat, 1<sup>st</sup> finish, 2<sup>nd</sup> finish, cleanup.

#### Material

<u>Material cost industrial primer = \$39.88 per gallon kit x (2) gallons = \$79.76</u> <u>Material 1<sup>st</sup> & 2<sup>nd</sup> finish coat = \$36.55 per gallon x (3) gallons = \$109.65</u> <u>Sundries: Masking, brush's, etc = \$18.22</u>

#### <u>Labor</u>

Step 1. Prep & Protect = (3) hrs =\$161.94

Step 2. Apply Industrial primer (4) hrs = \$215.92

Step 3. Apply  $1^{st}$  finish (4) hrs = \$215.92

Step 4. Apply 2<sup>nd</sup> finish (4) hrs = \$215.92

Step 5. Demobilize & cleanup (2) hrs = \$323.88

Total Material & Labor + 15% M/U = \$1,323.00



March 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. 0315 RFI 022, 022.1 Relocate Irrigation POC to San Mateo Dr.

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Per RFI 022 the Irrigation P.O.C. was relocated to San Mateo Dr. from Carnegie Court due to concerns over permitting with the City of Oxnard, and added related connection fees. The permit issued by the City of Oxnard for the off-site water connection did not include the irrigation point of connection. Not only was this a potential long drawn out process, but a costly one as well. In order to avoid additional consulatant fees associated with a new set of documents being created, there was also potential connection fees of \$30,000. It was for these reasons it was decided that the point of connection be moved to San Mateo. Due to the extended distance of the main point of connection for the irrigation system the booster motor size has been increased

Phase	Category	Description	Subcontractor	Quote
260010	71140	RFI 022, 022.1 Modify irrigation booster pump location, increase pump size. Increase wire and breaker size	TAFT ELECTRIC COMPANY	4,938.00
329000	71140	RFI 022, 022.1 Modify irrigation booster pump location, increase pump size. Increase booster pump size, demo and remove existing booster pump station	PIERRE LANDSCAPE	12,629.00
			Subtotal	17,567.00
007480	71160	Subguard	1.15%	202.02
007410	71160	Builders Risk	0.6%	106.61
007420	71160	General Insurance	1.15%	204.34
007510	71160	P&P Bond	1%	175.67
991000	79999	Change Order Fee	5%	904.00
			Markup Subtotal	1,592.64
			PCI Total	19,159.64

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 19,159.64.

#### 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.

Upon acceptance of this change order reques acknowledges that Swinerton Builders is direct	st, a formal change order will be issued. Acceptance also cted to proceed with the above change in scope.
If you have any questions or comments perta	ining to this matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
	Ву:
Date:	Date:
	Samiles Mr. Dru
	CEM BURNAN W
	HITCHE



#### Change Order Request

Detailed, Grouped by Each Number

Project # 2241 **Taft Electric Company** 2241 Lemonwood Tel: Fax: 2200 Carnegie Court Oxnard, CA 93033 Change Order Request: 073 Matt Gobuty Bill Gray From: To: Taft Electric Company Swinerton Builders 865 S. Figueroa Street P.O. Box 3416 Ventura, CA 93006 Los Angeles, CA 90017 Status Category Description submitted Irrigation Pump Changes Days Req Amt Req Required By Reference 0 4,938 Notes We are submitting the above cost to upsize the feeder to the irrigation pump per the attached booster pump submittal. This includes a credit for the contract specified feeder wire and upsizing the wire to #6 AWG with a 40A breaker in MSB to accomodate the larger pump. Currently, the conduit to feed the pump out of MSB is 1" sch40 pvc underground. If larger wire & conduit is required thien this pricing is void and this circuit will need to be relocated to AH1 480/277v panel in Admin. Exclusions: Revised Short Circuit Coordination Study (if required) Installation of pump, VFD, controls or any other equipment. 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 Amt Prop Days Req Category Reason Reference PCO No Date Notes Description Approved By: Signature Date Name Page 1

Printed on: 1/25/2018 TaftProlog

Prolog Manager

#### TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	73
				CUST RFP#:	
COR DESCRIPTION:	booster pump	changes		DATE:	1/25/2018

TA	KE OFF	
DESCRIPTION	MATERIAL	HOURS
Conest (attached)	\$1,479.75	23.21
Coordination	\$0.00	2.00
11x17 traffic rtd pullbox	\$250.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
то	TAL \$1,729.75	25.21

%	TAKEOFF MATERIAL DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$134,06
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$1,863.81
15.00%	OVERHEAD & PROFIT	\$279.57
	TOTAL TAKEOFF MATERIAL	\$2,143.38

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
Main Elect	40A 3 Pole Breaker	\$434.00
	SCCS is additional	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$434.00
7.75%	SALES TAX	\$33.64
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$467.64
15.00%	OVERHEAD & PROFIT	\$70.15
	TOTAL QUOTES	\$537.78

	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

LA	BOR EXP	5 F-7 PM-7	V AV TONNIA
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	25.21	\$85.30	\$2,150.50
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOT	AL LABOR	\$2,150.50
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	AL LABOR	\$2,150.50
	тоти	AL LABOR	\$2,150.50

AMOUNT	DIRECT JOB EXPENSES DESCRIPTION	%
\$50.0	AS BUILTS / O&M'S	0.00%
\$0.0	PERMIT FEES	0.00%
\$0.0	ESTIMATING	0.00%
\$0.0	CAD / DRAFTING	0.00%
\$0.0	REPRODUCTION COSTS	0.00%
\$0.0		0.00%
\$0.0	EQUIPMENT RENTAL	0.00%
\$0.0	CRANE / FORKLIFT	0.00%
\$0.0	JOB TRUCK	0.00%
\$0.0	MANLIFTS	0.00%
\$0.0		0.00%
\$0.0		0.00%
\$0.0		0.00%
\$0.0		0.00%
\$0.0		0.00%
\$0.00		0.00%
\$0.00		0.00%
\$0.00		0.00%
\$0.00	WARRANTY	0.00%
\$0.00		0.00%
\$50.0	SUBTOTAL DJE	
\$7.50	OVERHEAD & PROFIT	5.00%
\$57.50	TOTAL DJE	

	CHANGE REQUEST SUMMARY
\$2,143.38	TAKEOFF MATERIAL
\$537.78	QUOTED MATERIAL
\$0.00	SUBCONTRACTORS
\$2,150.50	LABOR EXPENSES
\$57.50	DIRECT JOB EXPENSES
\$4,889.15	SUBTOTAL CHANGE REQUEST
\$0.00	
\$0.00	
\$48.89	BOND COSTS
\$4,938	CHANGE PROPOSAL TOTAL



## Takeoff

			2-0121	Phone: 805-642-0121	1694 Eastman Avenue			pany	Taft Electric Company
Company   Comp	23.21		1,479.75	Job Totals:					
Company   Comp	23.21		1,479.75	Phase Totals:					
Description   Private	1.00	1.0000	0.00	0.0000	BOLT-ON BREAKER		EA	1	180152
Comparison   Com	1.00	1.0000	0.00	0.0000	BOLT-ON BREAKER		EA	1	180150
CANO	4.00	4.0000	0.00	0.0000	DE ENERGIZE AND OPEN SWITCHBOARD	3		1.	109
Color   Colo					BREAKER SWAP @ MSB			0	
The content of the	16.80	0.0525	123.00	0.3844	PVC SCH 40	1	7	320	10059
The control of the	0.60	0.3000	11.42	5.7096	GRD BUSHING INSULATED	3 1	EA	2	40209
Californion Pumpro   Califor	0.24	0.2400	4.17	4.1734	LIQUIDTITE STRAIGHT CONNECTOR	3 1	EA	pat	50097
Color   Colo	0.29	0.2880	10.33	10.3297	LIQUIDTITE ANGLE CONNECTOR	М 1	EA	1	50086
Cabbr   Cabb	0.23	0.0750	6.25	2.0835	LIQUIDTITE CONDUIT	M 1	7	ω	50075
Cabor   Labor   Labo	0.00	0.0000	0.00	0.0000	LIQUIDTITE COND WHIP	M 1			ППЕ
Control   Cont	0.80	0.2000	0.00	0.0000	WIRE TERMINATION		EA	4	100154
California   Cal	3.63	0.0055	224.97	0.3409	THHN/THWN CU (STR)		7	660	70035
Capta   Capt	2.76	0.2300	0.00	0.0000	WIRE TERMINATION		EA	12	100155
Composition	21.12	0.0080	1,538.32	0.5827	THHN/THWN CU (STR)		7	2,640	70036
Contact   Cont					ADD 40A CIRCUIT			0	
Cabor Level: LABOR 1   12   Description   PUMP   12   THHN/THWN CU (STR)   12   Material   12   Mile Termination White Termination White Conduit Con	-9.90	0.0450	-53.20	0.2418	PVC SCH 40		F	-220	10058
Cabor Level: LABOR 1   18 Jan 2018 7:27:53   7:27:53	-0.50	0.2500	-9.98	4.9886	GRD BUSHING INSULATED		EA	-2	40207
Cabor Level: LABOR 1   Labor Level: LABOR 1   Labor Level: LABOR 1   Labor Labor Level: LABOR 1   Labor Labor Labor Labor Labor Labor Labor Labor Labor Remove 20A CIRCUIT   REMOVE 20A CIRCUIT   REMOVE 20A CIRCUIT   Labor Result   La	-0.15	0.1500	-1.94	1.9387	LIQUIDTITE STRAIGHT CONNECTOR		EA	i	50095
Cabor Level: LABOR 1   12   18 Jan 2018 7:27:53   19 Jan 2018 7:	-0.18	0.1800	-3.28	3.2811	LIQUIDTITE ANGLE CONNECTOR		EA	1	50084
Control   Cont	-0.12	0.0400	-3.15	1.0485	LIQUIDTITE CONDUIT		7	ů	50073
Contain   Cont	0.00	0.0000	0.00	0.0000	LIQUIDTITE COND WHIP			4	ппе
CASI   Size   Description   REMOVE 20A CIRCUIT   Casing	-2.56	0.1600	0.00	0.0000	WIRE TERMINATION		EA		100152
Qty U/M Q/M Size Description  REMOVE 20A CIRCUIT  Labor Level: LABOR 1  18 Jan 2018 7:27:53  18 Jan 2018 7:27:53	-15.84	0.0060	-367.17	0.1391	THHN/THWN CU (STR)		7	В	70033
Qty U/M Q/M Size Description Labor Level: LABOR 1  Labor Level: LABOR 1  18 Jan 2018 7:27:53  Material Material Labor Unit Result Unit					REMOVE 20A CIRCUIT			0	
Labor Level: LABOR 1  18 Jan 2018	Labor Result	Labor	Material Result	Material Unit	Description				Item #
Labor Level: LABOR 1						∕IP	ON PUN	IRRIGATI	Region: COR 07:
	7:53				Labor Level: LABOR 1				Vendor: TAFT

Ventura, CA 93003 1694 Eastman Avenue

Web: www.taftelectric.com Phone: 805-642-0121

#### **Matt Gobuty**

From: Vanessa Solorio <vsolorio@mainelectricsupply.com>

Sent: Friday, January 19, 2018 11:04 AM

To: Matt Gobuty

Subject: RE: 2241 Lemonwood Breaker

Hi Matt,

Your cost on a HFD3040 is \$434.00 ea.

Please let me know if you would like to order.

Thank you,



Vanessa Solorio | Switchgear Project Manager

951-784-2900 Office 657-622-4510 Direct 951-784-2903 Fax 461 Main St., Riverside, CA 92507 www.mainelectricsupply.com

Other Locations
Company Email Disclaimer



From: Vanessa Solorio

Sent: Thursday, January 18, 2018 11:12 AM

To: 'Matt Gobuty'

Subject: RE: 2241 Lemonwood Breaker

Hi Matt,

Working on this.
Will send over shortly.



#### Vanessa Solorio | Switchgear Project Manager

951-784-2900 Office 657-622-4510 Direct 951-784-2903 Fax 461 Main St., Riverside, CA 92507 www.mainelectricsupply.com Other Locations Company Email Disclaimer



From: Matt Gobuty [mailto:mgobuty@taftelectric.com]

Sent: Wednesday, January 17, 2018 4:11 PM

To: Vanessa Solorio

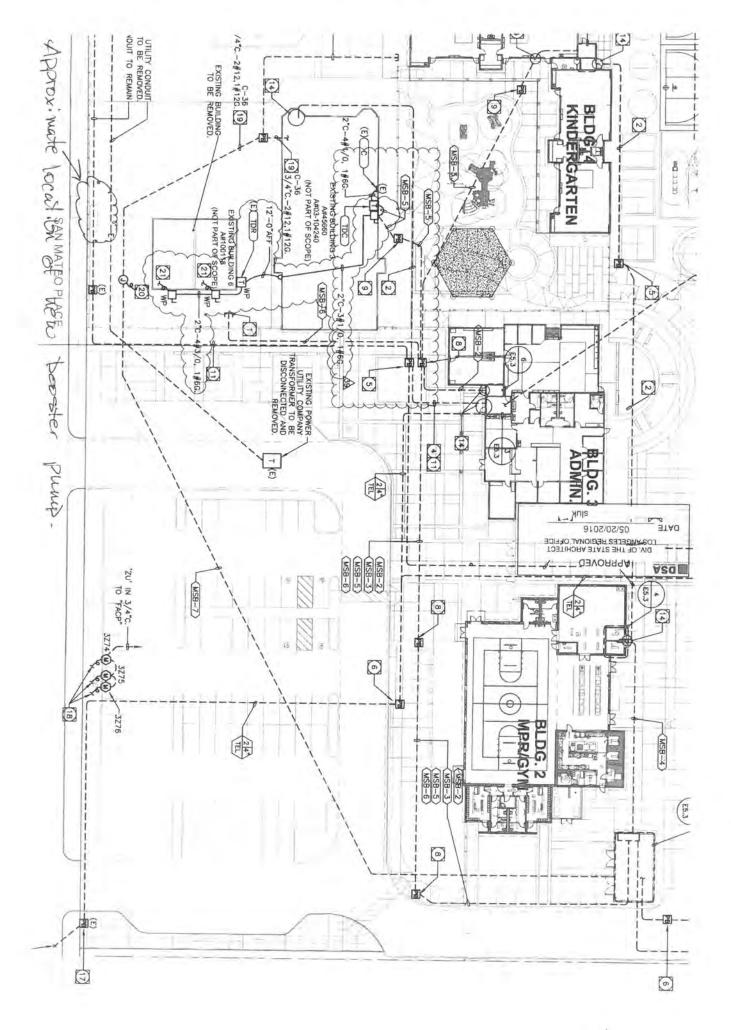
Subject: 2241 Lemonwood Breaker

Hi Vanessa,

Please provide a quote for a 3 pole 40 amp breaker for MSB. We will be swapping out breaker#4 30A Irrigation

Pump. The submittal is attached

Thanks



Î



To: Swinerton Builders From: Scott Horner

Attn: Bill Gray Job #: 22589

Email: bgray@swinerton.com Date: 02/16/18

Project: Lemonwood ES

#### Change Order Request #: 05

Subject: Pierre's cost to upgrade booster pump and reroute mainline POC to San Mateo Place. Work includes demoing existing pump, disposal not included.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
LABOR				
LABOR ADDED				
Operator Demo Labor	16	Hrs	\$ 93.47	\$ 1,495.52
Journeyman Demo Labor	16	Hrs	\$ 67.91	\$ 1,086.56
Apprentice Demo Labor	32	Hrs	\$ 59.50	\$ 1,904.00
Foreman Irrigation Labor (additional sleeving)	6	Hrs	\$ 77.57	\$ 465.42
Journeyman Irrigation Labor (additional sleeving)	6	Hrs	\$ 67.91	\$ 407.46
Apprentice Irrigation Labor (additional sleeving)	6	Hrs	\$ 59.50	\$ 357.00
MATERIAL				
IRRIGATION MATERIAL DEDUCTED				
GREENTECH PA25-15059-15K-483 Booster				
Pump 7.5 HP on Concrete Pad	-1	EA	\$ 25,164.83	\$ (25,164.83)
3" CL315 Pipe (Carnegie Court Side)	-50	LF	\$ 2.19	\$ (109.55)
21/2" CL315 Pipe	-30	LF	\$ 1.45	\$ (43.49)
2" CL315 Pipe	-180	LF	\$ 0.93	\$ (166.77)
IRRIGATION MATERIAL ADDED				
GREENTECH PA25-15J-483 Booster Pump 10HP on Concrete Pad	1	EA	\$ 27,838.60	\$ 27,838.60
3" CL315 Pipe (San Mateo Side)	260	LF	\$ 2.18	\$ 566.80
6" Sch40 Sleeve	60	LF	\$ 6.38	\$ 382.59
EQUIPMENT (INCLD FUEL)	-			
Mini Ex	2	DAY	\$ 345.00	\$ 690.00
Skid Steer	2	DAY	\$ 260.00	\$ 520.00
Equipmnet Delivery and Pick Up	2	EA	\$ 200.00	\$ 400.00
Crew Truck	2	DAY	\$ 95.00	\$ 190.00
		DAY	\$ -	\$
			\$ 	\$ 

Subtotal	\$	10,819	
Sales Tax	Incl.		
15%	Markup	\$	1,623
Maintenance	\$	-	
Bond	\$	187	

TOTAL \$ 12,629

2

<sup>\*\*\*</sup>Based on this additional work, Thank you,



To: Swinerton Builders From: Scott Horner

Attn: Bill Gray Job #: 22589

Email: bgray@swinerton.com Date: 02/16/18

Project: Lemonwood ES

Change Order Request #: 05

Subject: Pierre's cost to upgrade booster pump and reroute mainline POC to San Mateo Place.

Work includes demoing of of exisiting pump, disposal not included .

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED

Scott Horner

**Project Manager** 

Cell: (818) 683-2067

M\_\_\_\_

RS \_\_\_\_\_

JL\_\_\_\_



Stronger Together

3 Chrysler, Unit 100 Irvine, CA 92618 (949) 455-7465 PH (949) 455-7492 FX

GREEN TECH PUMP ASSEMBLY - Variable Frequency Drive Booster Pumping System

Date:	January 12, 2018	Station Model:	PA25-15J-483
Quotation #:		Station Performance:	100 GPM @ 80 PSI Boost
Project Name:	Lemonwood Elementay School	Dynamic Inlet PSI:	45 PSI
Location:	Oxnard, CA	Power Requirement:	460 volt, 3 phase, 60 hertz
Quoted By:	Anson Beattie	Horsepower:	10 HP (3600rpm)
Sales Email:	abeattie@siteone.com	FLA/Disconnect:	24A

Note: See Power Supply in the Terms and Conditions Section below for further information.

MODEL DESCRIPTION: PA25-15J-483

**Project Scope:** Prefabricated, self-contained enclosed Variable speed (VFD) **10 HP** horizontal centrifugal pump station with piping and valves painted (**sandstone**). Controls will be an operator interface with software programming written specifically for this project. A formed and reinforced base platform and enclosure with lockable lid contains all manifolding, pumps, motors and control panels (disconnect mounted externally) to provide an integral unit ready for easy installation, anchored to a concrete pad.

#### STANDARD CONTROLS & EQUIPMENT INCLUDE:

- External mounted NEMA 4 service rated main disconnect panel
- U.L listed control panel
- · Multi-line operator interface display featuring:

Flow readout

Pressure readout

Flow totalizer

Elapsed run time display

- Alarm conditions with safety shutdown:
  - Low discharge pressure shutdown

High discharge pressure shutdown

VFD fault shutdown

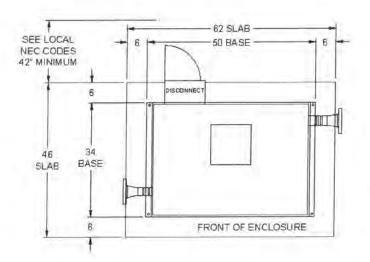
High pump temperature shutdown

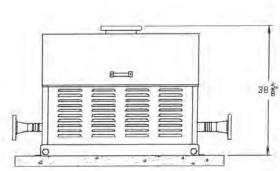
- Overload, single phase, phase imbalance/low voltage protection
- Surge protection for main station and solid state controls
- Variable Frequency Drive pressure regulation
- 24 VAC relay start (1 controller)
- Hand/off/auto selector switch
- · Stainless steel pressure transducer
- Data Industrial 220B flow sensor mounted inside enclosure
- 1 ea. 10 HP, Peerless Pump 3500 RPM horizontal centrifugal pump and motor. Pump to be cast iron
  with a bronze impeller and mechanical seal.
- Silicone filled pressure gauges with isolation valve on suction and discharge piping
- Station discharge isolation valve
- Forced fan air cooled ventilated marine grade aluminum pump station enclosure and stainless steel base, un-painted, with lockable access cover
- Stainless steel piping throughout the station
- Dead front external disconnect panel
- 3" FL x 3" FL fabricated stainless steel discharge drop pipe with swivel

- 3" FL x 3" FL fabricated stainless steel inlet drop pipe with swivel connection
- Baked and cured two part polyurethane ultraviolet insensitive paint
- · Factory certified dynamic run testing of pump station up to full flow and pressure prior to shipment
- · One operator and maintenance manual
- One year limited warranty on mechanical and electrical components
- Access to John Deere Green Tech customer service technical phone support, technicians on call 24/7
- Access to John Deere Green Tech factory authorized service technician

#### **Typical Station Overall Dimensions:**

Note: Drawing is shown for information only, along with recommended minimum slab dimensions. A full proposal drawing will be submitted for approval before design and production can commence.





#### **Terms and Conditions**

#### DELIVERY AND SET-UP:

- All reasonable efforts will be made to meet the requested delivery date after the receipt of a signed contract however;
   SiteOne Green Tech will not be liable for delays in delivery.
- Pump station components shipped separately from the station, at the Customer's request, may incur additional freight charges, payable by the Customer.
- Customer will be responsible for having job site readily accessible for station delivery.
- Customer will provide the equipment and personnel required to unload and/or set the pump station.
- Station Set-up charges, if included, reflect one day on site. If more than one day is required, additional charges of \$750.00 per day will be assessed if the customer caused the delay.
- Customer will be responsible for electrical permit if required.
- Customer will be responsible for primary electrical hookup to pump station.

8. Customer will be responsible for making all piping connections.

9. Customer will be responsible for building modifications if required for installation.

Customer will be responsible for wet well, slab, or concrete work.

Customer will be responsible for piping any filter flush line back to supply lake

#### START-UP:

 Start-up charges include one day on site. If more than one day is required, additional charges of \$750.00 per day will be assessed if the customer caused the delay.

2. Purchaser will notify SiteOne Green Tech two weeks in advance of the desired start-up date.

#### POWER SUPPLY:

The pump station proposed herein is designed for 480 volt, WYE configured or closed delta balanced 3 phase power. The acceptable range of voltage is 455 volts (min) – 495 volts (max). Unless specifically stated under Optional Equipment, open delta, phase converters, or other forms of unbalanced three phase power are not acceptable.

2. If the supply voltage is not within this acceptable range, the purchaser is responsible for making the necessary corrections. This may include re-tapping or replacing the primary transformer. If the supply voltage is outside the stated range, electrical components such as VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail

and will not be considered for warranty coverage.

The use of generator power is not recommended. If a generator is required as a temporary power supply, the pump station
will be covered under Watertronics' limited warranty provided that their "Engine Driven Generator Power Warranty Policy and
Operation Guidelines" document is strictly adhered to.

 Proper electrical grounding of the pump station is a requirement. Station will not operate properly and could pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under warranty.

#### OTHER INFORMATION:

4.

5

1. Prices valid for sixty (60) days from the date of this proposal.

State and local sales taxes are not included in these prices.

 Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.

All claims for incorrect deliveries must be submitted in writing to SiteOne Green Tech Customer Service within 15 days after receipt of goods.

All claims for price discrepancy must be submitted in writing to SiteOne Green Tech Customer Service within 60 days after receipt of goods.

A completed pump station may not be returned to SiteOne Green Tech for credit.

CUSTOMER APPROVAL SIGNATURE ISOMETRIC VIEW P DISCHARGE DROP PIPE W/ 3" FL CONNECTION - STAINLESS STEEL N DEAD-FRONT DISCONNECT PANEL
O INTAKE DROP PIPE W/ 3" FL CONNECTION - STAINLESS STEEL M STATION DISCHARGE ISOLATION VALVE D BYPASS VALVE B CHECK VALVE EXHAUST FAN REQUIREMENTS: 240CFM PUMP STATION SPECIFICATIONS:
NAME: LEMONWOOD ELEMENTARY SCHOOL
STATION MODEL: PA25-15J-483
STATION TOTAL PERFORMANCE: 100 GPM @ 125 PSI
DYNAMIC INLET PRESSURE: 45 PSI O INTERNAL STAINLESS STEEL PIPING L PUMP DISCHARGE ISOLATION VALVE K STAINLESS STEEL BASE (UNPAINTED) H PUMP INTAKE ISOLATION VALVE G STATION FAN HOOD MOUNTED C PRESSURE TRANSDUCER WITH GAUGE A PUMP AND MOTOR STATION COMPONENTS POWER REQUIREMENTS: 480 V, 60 HZ, 3 PHZ, 24 FLA DISCHARGE MANIFOLD SIZE: 3" DISCHARGE ISOLATION VALVE SIZE: 3" BOOST PRESSURE: 80 PSI J VFD WITH PUMP CONTROLLER PUMP NO.1 3 REGULATED DISCHARGE PRESSURE: 125 PSI PUMP NO.1: 10HP (3600RPM) PUMP HORSEPOWER: CHECK VALVE SIZES: MARINE GRADE ALUMINUM ENCLOSURE (UNPAINTED) TEMP SENSOR MAKE INDICATED CHANGES AND RESUBMIT APPROVED AS SUBMITTED VED N 6 BURY GREEN TECH AND IS NOT TO BE REPRODUCED IN WHOLE OR PART, NOR EMPLOYED FOR ANY PURPOSE OTHER THAN SPECIFICALLY PERMITTED IN WRITING BY SITEONE GREEN TECH. THIS RETURN ON DEMAND DRAWING LOANED AND SUBJECT TO THIS DRAWING AND DESIGN, IS THE PROPERTY OF SITEONE BURY 24" DRWN BY: PENETRATION POWER PJB TITLE: LEMONWOOD ELEMENTARY SCHOOL JOB NO. BACK OF ENCLOSURE TYPICAL (4) LOCATIONS CONCRETE ANCHOR 01/12/2018 BASE & SLAB DETAIL JOB-NO: DRAWING NO. SHEET 1 OF 1 SHEETS Green Tech POWER CONDUIT HIGH VOLTAGE SEE DETAIL ANCHOR POINT PRST12910 T. (800) 427-0779

RFI Detail	Attachments	Related Objects	History	
RFI No.	00022.1	Status	Open	
From	Nalani Scanlon	Submitted	☑ 12/13/2017 02:58 PM	
Co-Author	Scott Augustine	Co-Author RFI No.	00022	
Forwarded From	00022			
To	Tom Bardwell	Received	☑ 12/13/2017 03:48 PM	
CC	Christopher Barbato, Paul Vernier, Robert Collins			
Subject	Irrigation Street Taps, Meters, and Backflows	Change #		
Date Created	2017-12-13	Date Required	2016-06-23	
RFI Type	Landscaping	RFI Priority		
Schedule / Activity ID	P1.B1.1140	Document Reference	L-2.2, Off-Site	

Source

Spec Section

Other RFI Type

Per RFI 00022 response the irrigation POC and booster pump are to be relocated on to San Mateo. Question Please review the design of the main line at San Mateo to the current Booster Pump called out per the original design for the pressure losses to confirm compatability.

Suggestion

Possible Cost

Potentially

Impact Possible Time Impact

Potentially

Answered By

Date Answered

Answer

Cost Amount

Area Site

Due to the Irrigation POC and Booster Pump relocation it was found that the pressure losses increased. The booster pump will need to upsized to a 10 hp motor. Please find the attached pump spec and installation detail. Also note that irrigation mainline from the pump to the play field will need to be 3" Class 315 minimum

Sort

Author: Nalani Scanlon

Date: 12/13/2017 02:58

Forwarded by Nalani Scanlon to Tom Bardwell as 00022.1

REVIEWED

By Robert Collings at 9:33 am, Jan 15, 2018

Scott Augustine



2200 Carnegie Court, Oxnard, CA, 93033

#### Request For Information # 00022

To: Attention:

CC:

SVA ARCHITECTS, INC.

Tom Bardwell Aielo Jimenez

Edward Westland

Greg Grant Paul Vernier Yuri Calderon Dick Jones

Bill Gray

Francisco Cancino Nalani Scanlon Shared Mailbox Wayne Miller

Subject:

INFORMATION REQUESTED:

RFI Date: Date Due: RFI Type:

Irrigation Street Taps, Meters, and Backflows

Priority:

Schedule/Activity ID: Document Reference:

Spec Section:

Status:

06/16/2016

06/23/2016 Landscaping

P1.B1.1140

L-2.2, Off-Site

Open

Requested By:

Reference City of Oxnard Submitted Off-Site Drawings and Sheet L-2.2.

The drawings for the off-site utility work submitted to the City of Oxnard do not include the two street taps, meters, and backflow shown on Sheet L-2.2. Pursuant to OAC meeting on 6/14/16, there is concern regarding going back to the city with drawing revisions due to the very slow and lengthy approval process that has been encountered previously. One suggestion that was provided by CFW during the meeting was to potentially utilize two existing meters (one off San Mateo and one off of Carnegie) to feed the new irrigation system, although the only boxes we've been able to locate off of Carnegie are for power and multiple communications systems (there is an existing valve in the street which appears to feed existing hydrants, but it is a 6" which will be a much more expensive backflow assembly than what is shown on the drawings). Another possibility may be to tap off of the new domestic water feed if it has excess capacity and install a submeter. Please advise regarding the method of feeding the new irrigation system.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/05/2016

Per the discussion with Swinerton, CFW and Paul Vernier over the past few weeks, we will have one meter for the irrigation. We are planning on using the existing irrigation run to tie the new irrigation system into.

ATTACHMENTS:



February 26, 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. 0323 Remove owners cardboard debris

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

SB directed RCI to provide additional dumpsters to remove cardboard waste generated by owner supplied monitors

Phase	Category	Description	Subcontractor	Quote
092900	71140	SB directed RCI to provide additional dumpsters to remove cardboard waste generated by owner supplied monitors	RUTHERFORD CO., INC.	477.00
092900	71140	SB directed RCI to provide additional dumpsters to remove cardboard waste generated by owner supplied monitors	RUTHERFORD CO., INC.	759.00
			Subtotal	1,236.00
007480	71160	Subguard	1.15%	14.22
007410	71160	Builders Risk	0.6%	7.50
007420	71160	General Insurance	1.15%	14.38
007510	71160	P&P Bond	1%	12.36
991000	79999	Change Order Fee	5%	63.60
			Markup Subtotal	112.06
			PCI Total	1,348.06

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,348.06.

#### 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.



Upon acceptance of this change order reque acknowledges that Swinerton Builders has p	est, a formal change order will be issued. Acceptance also proceeded with the above change in scope.
If you have any questions or comments pertagnate	aining to this matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District  By:
Date: 2/26 /2018	Date:
	Shrifer Mrc Dopac
	CENZ BURNW W.



## Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039 Phone: (323) 666-5284 / Fax: (323) 665-0328 www.rutherfordco.net Date: 02/19/18

RCI Job #: 16-075

RCI COR #: 095

GC Tracking #:

# **CHANGE ORDER REQUEST**

EMAIL: bgray@swinerton.com
TO: Swinerton Builders

ATTN .: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

#### DESCRIPTION OF WORK:

E.J. Harrison & Sons Invoice for Dumpster Statement #1108

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	0	HRS	\$ - T	
	Regular-Foreman	\$0.00	0	HRS	\$ -	
	Regular-Superintendent	\$0.00	0	HRS	\$ -	
	Safety/QC Manager	\$0.00	0	HRS	\$ 01	
	Overtime-Journeyman	\$0.00	0	HRS	\$ · -	
	Doubletime-Journeyman	\$0.00	0	HRS	\$	
MATERIAL		\$0.00	0	Tax	\$ 	
EQUIPMENT	Scissor Lift	\$100.00	0	Day	\$ 4.7	
	Dumpster	\$660.02	1	ea.	\$ 660.02	
		\$0.00	0	Day	\$ 19-	
SCAFFOLD		\$0.00	0	Day	\$	
SUBS/MISC.						
FREIGHT/DELIVER	Υ	\$200.00	0	LS	\$ -	
		\$0.00	0	LS	\$ 16	
		\$0.00	0	LS	\$ 	
			SUB	TOTAL	\$ 660.02	
		15.0%	OHP M	ARKUP	\$ 99.00	

#### 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

COR TOTAL: \$

759

RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUC	H IMPACTS."
Submitted By:	Approved By:
Project Manager	

Rutherford Co., Inc.

DATE	DESCRIPTION	AMOUN
2200 CARN	EGIE CT - JANUARY 2018 BILLING	
	PRIOR BALANCE	414.35
	* PAYMENTS RECEIVED THIS PERIOD *	714.00
	1/29/18 CK# 32190 414.35-	
1/31/18	R/O CONTAINER OXNARD # Days: 31 1.00 3.000	93.00
1/03/18	1/3 D/R 40YD CONST TR LOAD 1.00	150.00
1/03/18	ROLL-OFF OXN RECYCLING 1.87 9.500	17.77
1/03/18	GOLD COAST PECY OVNAPD 4 87 57 000	106.59
1/04/18	01/04 D/R 40-YD-TR P/GARY 1.00 DEL NORTE CENTER 1.58 56.000	150.00
1/04/18	DEL NORTE CENTER 1.58 56.000	88.48
1/16/18	CHARGE PRORATION 12/14-01/01	44.10
1/16/18	R/O CONTAINER OXNARD # Days: 18 1.00	54.00
	FOR CUSTOMER SERVICE & BILLING CALL:	-3,50
	(805)647-1414 EXT 7	
	THIS BILL IS DUE AND	
	PAYABLE IN 10 DAYS	
	SUB TOTAL	659.84
	TOTAL TAXES AND FEES	.18
	JST	নিছা

CURRENT	30 DAYS	60 DAYS	90 DAYS	Please pay BALANGE DUE
660.02	.00	.00	.00	660.02

Office Hours: MONDAY thru FRIDAY 8:00 A.M. to 5:00 P.M.

WEBSITE: WWW,EJHARRISON,COM

MAKE CHECK PAYABLE TO: E.J. HARRISON ROLLOFFS

## PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT



E.J. HARRISON & SONS, INC P.O. BOX 4009 VENTURA CA 93007

Please check box if address is incorrect or information has changed, and indicate change(s) on reverse side.

0001201-0001201 SRES ----- GENODI 583541

դեպակիրիիրիրապերինիկիիրթույինայիկ

RUTHERFORD CONSTRUCTION 2107 CRYSTAL ST LOS ANGELES CA 90039-2901

1/31/18		STATEMENT # 1108	AMOUNT DUE
5 -0070058 6	ROFJH	ROLLOFES	AMOUNT PAID

FOR YOUR ADDED CONVENIENCE, YOU CAN NOW PAY BY CREDIT CARD OR CHECK. TO PAY ONLINE GO TO www.ejharrison.com AND SELECT ONLINE, THEN PAY BILLS. YOU CAN MAKE A ONE TIME PAYMENT OR ENROLL IN OUR CONVENIENT BILL PAY PROGRAM.

FOR ANY QUESTIONS CALL CUSTOMER SERVICE AT 1 (800) 41 TRASH



## Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039

Phone: (323) 666-5284 / Fax: (323) 665-0328

www.rutherfordco.net

# Date: 02/19/18 RCI Job #: 16-075 RCI COR #: 094 GC Tracking #:

# CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN .: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

#### **DESCRIPTION OF WORK:**

E.J. Harrison & Sons Invoice for Dumpster

Statement # 5.

		100 0100	2 4 1	10000	125641446	
BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	0	HRS	\$ - 2	
	Regular-Foreman	\$0.00	0	HRS	\$ 8	
	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	\$ -	
	Dumpster	\$414.35	1	ea.	\$ 414.35	
		\$0.00	0	Day	\$	
SCAFFOLD		\$0.00	0	Day	\$ -	
SUBS/MISC.			1			
FREIGHT/DELIVER	Υ	\$200.00	0	LS	\$ -	
		\$0.00	- 0	LS	\$ ~	
		\$0.00	0	LS	\$	
			SUB	TOTAL	\$ 414.35	
		15.0%	OHP M	ARKUP	\$ 62.15	

COR TOTAL: \$ 477

## 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

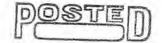
Approved	Ву:		

Rutherford Co., Inc.

ACCOUNT # 5 -0070058 6

E.J. HARRISON & SONS, INC P.O. BOX 4009 VENTURA, CA 93007-4009

DATE	DESCRIPTION	AMOUNT
2200 CARN	EGIE CT -	
12/14/17	12-14 DL 40YD C&D PREM CALL DON 1.00	25.00
12/20/17	12.21 D/P 40YD C&D PREM 1.00	150,00
12/21/17	DEL NORTE C&D 4.17 55.190	230.14
12/21/17	COUNTY CIWMP FEE	.21
1/04/18	CHARGE PRORATION 12/18-12/21	
1/04/18	R/O CONTAINER OXNARD # Days: 3 1.00 FOR CUSTOMER SERVICE & BILLING CALL: (805)647-1414 EXT 7	9.00
	THIS BILL IS DUE AND PAYABLE IN 10 DAYS	
	Day 10	



CURRENT	30 DAYS	60 DAYS	90 DAYS	Please pay BALANCE DUE
414.35	.00	.00	.00	414.35

Office Hours: MONDAY thru FRIDAY 8:00 A.M. to 5:00 P.M.

WEBSITE: WWW.EJHARRISON.COM

MAKE CHECK PAYABLE TO: E.J. HARRISON ROLLOFFS

## PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT



E.J. HARRISON & SONS, INC P.O. BOX 4009 VENTURA CA 93007

Please check box if address is incorrect or information has changed, and indicate change(s) on reverse side

0001288-0001288 SRES ----- GENOO1 675980

Ուվոլիումիութիրիկերը միջիրիկիրիկիրին և հետ

RUTHERFORD CONSTRUCTION 2107 CRYSTAL ST LOS ANGELES CA 90039-2901

12/31/17	STATEMENT #	AMOUNT DUE
5 -0070058 6	CC CANCELLED ROLL-OFF	AMOUNT PAID

FOR YOUR ADDED CONVENIENCE, YOU CAN NOW PAY BY CREDIT CARD OR CHECK. TO PAY ONLINE GO TO www.ejnarrison.com AND SELECT ONLINE, THEN PAY BILLS. YOU CAN MAKE A ONE TIME PAYMENT OR ENROLL IN OUR CONVENIENT BILL PAY PROGRAM.

FOR ANY QUESTIONS CALL CUSTOMER SERVICE AT 1 (800) 41 TRASH

#### **CONSTRUCTION SERVICES AGREEMENT #15-198**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2<sup>nd</sup> 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. <u>Construction</u>. The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **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. <u>Construction Documents</u>. The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **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. <u>Contract Documents</u>. The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is 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. <u>Project</u>. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. <u>Project Manual</u>. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. <u>Site</u>. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. <u>Site Lease</u>. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. <u>Specifications</u>. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. <u>Subcontractor</u>. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. <u>Sublease</u>. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

- L. <u>Sublease Payments.</u> The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. <u>Tenant Improvement Payments.</u> The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

#### SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

#### SECTION 3. ADDITIONAL SERVICES

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

4

OXNARD SCHOOL DISTRICT Lemonwood K-8 School Project CONSTRUCTION SERVICES AGREEMENT April 6, 2016

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.

12

OXNARD SCHOOL DISTRICT Lemonwood K-8 School Project CONSTRUCTION SERVICES AGREEMENT April 6, 2016

- 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 (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

16

OXNARD SCHOOL DISTRICT Lemonwood K-8 School Project CONSTRUCTION SERVICES AGREEMENT April 6, 2016

## 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

Date: April 26, 20

## **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 o	of Contributor: Janet Penar	hoat	Date of Meeting: 4/18/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal X Facilities	
D. F.	Action Items Board Policies 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading	
	of Formal Bid #17-03 and <i>F</i> Various Sites (Penanhoat/F		-287 & #17-288 for Roof Replacement
Contrac			3 – Various Sites, pursuant to Public 00 a.m., Tuesday, March 13, 2018.
It is req	uested that the Board of Trus	tees award Bid #17-03 as follo	ows:
BEST (	Contracting Services (Agree & School, Buildings 900, 100)	ement #17-287), as the lowest D, and 1200, in the amount of	t, responsive, responsible bidder, for \$480,611.00
and			
	el Islands Roofing (Agreem the amount of \$40,309.00.	ent #17-288), as the lowest, re	esponsive, responsible bidder, for the
FISCAL	_ IMPACT:		
\$520,920.00 – Deferred Maintenance Funds			
RECO	MMENDATION:		
Service			stant Superintendent, Business & Fiscal acement 2018 – Various Sites as
ADDITI	ADDITIONAL MATERIALS:		

Bid Summary (1 Page) Agreement #17-287, BEST Contracting Services (3 Pages) Agreement #17-288, Channel Islands Roofing (3 Pages)

Attached:

# OXNARD SCHOOL DISTRICT

School/Dept: Various Sites

Project Description: Roof Replacement 2018

OSD BID NO. 17-03

Date: Tuesday, March 13. 2018



BIDDERS	HAYDOCK BLDG 900	HAYDOCK BLDG 1000	HAYDOCK BLDG 1200	osc
BEST CONTRACTING SERVICES	96,811	147,200	236,600	54,300
CHANNEL ISLANDS ROOFING	139,762	196,782	318, 867	40,309
CRAIG ROOF	130,000	135,730	245,160	42,812
LETNER ROOFING	151,900	211,980	344,888	45,950

#### SECTION 00310

## AGREEMENT #17-287

**THIS AGREEMENT** is made this 18th day of April, 2018, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Best Contracting Services, Inc., hereinafter called the "Contractor", with a principal place of business located at 19027 S. Hamilton Avenue, Gardena, CA 90248.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

## Bid #17-03 Roof Replacement 2018 – Various Sites

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

#### 1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within forty-seven (47) consecutive calendar days for phases from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

Project Starting Date Completion Date

Haydock School June 18, 2018 August 3, 2018

(Buildings 900, 1000 & 1200)

**TOTAL CONTRACT PERIOD:** 

Roof Replacement June 18, 2018 July 27, 2018

Closeout/Punch List items July 27, 2018 August 3, 2018

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Four Hundred Eighty Thousand Six Hundred Eleven Dollars and No Cents (\$480,611.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

- **1.04** Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
- **1.05** The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids

Instructions for Bidders

Certificate of Workers Compensation

Drug Free Workplace Certification

Instructions for Bidders

Bid Proposal

Fingerprinting Certificate

Bid Proposal Fingerprinting Certificate
Subcontractors List DVBE Participation Goal

Non-Collusion Affidavit Guarantee

Statement of Bidder's Qualifications

Project Forms

General Conditions

Agreement

Special Conditions

Agreement Special Conditions
Labor and Material Payment Bond Specifications

Performance Bond Drawings

Certification of Financial Relationships

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT	CONTRACTOR	
OXNARD SCHOOL DISTRICT, a California School District	(Contractor's License Number)	
By: Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services	By:	
	Title:(Corporate Seal)	
END OF SEC	CTION	

#### SECTION 00310

## AGREEMENT #17-288

**THIS AGREEMENT** is made this 18th day of April, 2018, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Channel Islands Roofing, Inc., hereinafter called the "Contractor", with a principal place of business located at 4155 North Southbank Road, Oxnard, CA 93036.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

## Bid #17-03 Roof Replacement 2018 – Various Sites

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

## 1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within forty-seven (47) consecutive calendar days for phases from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

**Project** Starting Date Completion Date

OSC June 18, 2018 August 3, 2018

#### **TOTAL CONTRACT PERIOD:**

Roof Replacement June 18, 2018 July 27, 2018

Closeout/Punch List items July 27, 2018 August 3, 2018

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Forty Thousand Three Hundred Nine Dollars and No Cents (\$40,309.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

- **1.04** Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
- **1.05** The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids

Certificate of Workers Compensation

Draw Free Workers Compensation

Instructions for Bidders

Drug Free Workplace Certification

Bid Proposal Fingerprinting Certificate
Subcontractors List DVBE Participation Goal

Non-Collusion Affidavit Guarantee

Statement of Bidder's Qualifications

Bid Security

Agreement

Project Forms

General Conditions

Special Conditions

Agreement Special Conditions
Labor and Material Payment Bond Specifications

Performance Bond Drawings

Certification of Financial Relationships

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT	CONTRACTOR	
OXNARD SCHOOL DISTRICT, a California School District	(Contractor's License Number)	
By: Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services	By: Name:	
	Title: (Corporate Seal)	
END OF SEC	CTION	

## **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 4/18/18	
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA		
	Enrichment Special Education	
	Support Services	
	Personnel Legal	
	Facilities	
SECTION D: ACTION SECTION F: BOARD POLICIES	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading	
Approval of Notice of Completion, Lightin RFP #16-52 (Penanhoat/Fateh)	ng Retrofit Services at Nineteen (19) District Sites,	
Lighting Retrofit Services at Nineteen (19) Dis	prove the Notice of Completion for this project, which	
FISCAL IMPACT:		
None		
RECOMMENDATION:		
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for RFP #16-52, Lighting Retrofit Services at Nineteen (19) District Sites with ReGreen Inc.		
ADDITIONAL MATERIALS:		
Attached: Notice of Completion (	(1 Page)	

# **OSD BOARD AGENDA ITEM**

Name	of Contributor: Jai	net Penanhoat	Date of Meeting: 4/18/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities	
D. F.	Action Items Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Readi	ing
	oval of Notice of on the nhoat/Fateh)	Completion, Chavez School H\	/AC Modernization, Bid #16-04
work for the Bo	or Chavez School H\	onstruction Co., has completed the VAC Modernization, as of March 23 rove the Notice of Completion for the Recorder's Office.	3, 2018. It is recommended that
FISCA	AL IMPACT:		
None			
RECO	MMENDATION:		
Director such r	or of Facilities, that th	of the Assistant Superintendent, Bus the Board of Trustees approve the N y Recorder's Office, for Bid #16-04, n Construction Co.	Notice of Completion and filing of
ADDIT	TIONAL MATERIALS	S:	
	Attached: Notice	ce of Completion (1 Page)	

Return Recorded Notice of Completion to:
Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030
NO FEE PER GOVT CODE 27383
NOTICE OF COMPLETION
Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:
Description: Chavez School, 301 N. Marquita Street, Oxnard, CA 93030, for Bid #16-04, Chavez School HVAC Modernization:
That on or about the <u>3rd</u> day of <u>May, 2017</u> the said Oxnard School District of Ventura County entered into a contract with Ardalan Construction Co. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the <u>23rd</u> day of <u>March, 2018</u> ; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.
Oxnard School District
Ву
Secretary of its Board of Trustees
STATE OF CALIFORNIA )
COUNTY OF VENTURA )
Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.
Subscribed and sworn to (or affirmed) before me on this day of, 2018, by, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 04/18/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA X	
APPOINTMENT OF REPRESENTATIV OVERSIGHT COMMITTEE (Penanhoat	E TO FILL VACANCY - MEASURE D BOND
Citizens' Organization representative, and I	tee (BOC) currently has a vacancy for a Senior Ms. Socorro Castro has expressed a willingness to ecommends Ms. Castro's appointment to the BOC, Board's consideration.
FISCAL IMPACT	
None.	
<u>RECOMMENDATION</u>	

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Ms. Socorro Castro as the Senior Citizens' Organization representative on the Measure D Bond Oversight Committee.

#### **ADDITIONAL MATERIAL**

Attached: Oxnard School District Measure D Bond Oversight Committee Membership List

(1 page)

# OXNARD SCHOOL DISTRICT MEASURE "D" CITIZENS' BOND OVERSIGHT COMMITTEE MEMBERSHIP & TERMS April 2018

Name	Representation	Position	End of Term
Chavez, Pedro A. (Committee Chair)	Business Organization	Chase Home Lending	January 2019
Castro, Socorro	Senior Citizens' Organization	Senior Resources Coordinator, OASIS (Older Adult Services & Intervention System), Catholic Charities of Los Angeles	April 2020
Jay, John	Taxpayers' Association	Ventura County Taxpayers' Association	January 2019
Larios, Michelle	Parent/Guardian	Parent, Fremont School	January 2019
Ray, Will Jr.	Parent/ Guardian PTA	Parent, PTA Board Member, McAuliffe School	January 2019
Latimer, Lisa (Committee Vice Chair)	Community At-Large	Former Parent, Soria School; Former PTA & School Site Council Member	January 2019
Belcher, William	Community At- Large	Oxnard Education Foundation Member	January 2019



Name	of Contributor: Robin I. Free	Date of Meeting: 4/18/18	
A-1. A-11. B. C.	Study Session:  Closed Session:  Preliminary  Reports  Hearings:  Consent Agenda  X	Agreement Category:AcademicX_EnrichmentSpecial EducationSupport ServicesPersonnelLegal Facilities	
D.	Action Items		
F.	Board Policies 1st Reading	2 <sup>nd</sup> Reading	
	ove Out of State Conference, nan/Ridge)	National Association of	f School Nurses' 2018 Annual Conference
	11	· ·	rolyn Rodriguez, to attend the National

The Board's approval is requested for School Nurse, Mrs. Carolyn Rodriguez, to attend the National Association of School Nurses' 2018 Annual Conference in Baltimore, Maryland, from June 30 - July 3, 2018 (Preconference: June 29<sup>th</sup>).

This conference will enable Mrs. Rodriguez to attend education sessions that are directly applicable to her work in our school district. It will also make it possible for her to build a professional network with school health experts from around the country and the world.

The information, resources and tools she expects to acquire will provide the Oxnard School District and the students, staff, and families with evidence-based approaches to keeping children healthy and in school so they can learn.

In addition, she will be able to earn up to 19.25 CNE contact hours by choosing from more than 32 breakout sessions, 8 workshops and 5 general sessions. New this year is the Framework Forum, which will feature the application of the Framework for 21<sup>st</sup> Century School Nursing Practice.

#### **FISCAL IMPACT:**

Total cost not to exceed \$3,250 for the following expenses, to be paid out of Pupil Services, Nursing funds.

Conference Registration thru 04/16/2018: \$480; after 4/16/18: \$545

Preconference Session: \$195 full day session

Roundtrip Airfare: \$800 estimated

Transportation costs: from airport to hotel roundtrip est. \$100

Lodging: \$184/single, for 6 nights=\$1104

Meals: 1 breakfast, one lunch and one dinner x 6 days: not to exceed \$69. Per day.

Bound, printed syllabus: \$50

Total cost: Approximately \$3,208.00 includes late fee for registration after April 16, 2018.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees approve the Out of State conference as outlined above.

#### **ADDITIONAL MATERIAL:**

**Attached:** Workshop Information



1100 Wayne Avenue, Suite 925 Silver Spring, Maryland 20910 866-627-6767 (phone) 301-585-1791 (fax) nasn@nasn.org (email) www.nasn.org

March 1, 2018

Dear Mr. Ridge,

I would like to attend the *National Association of School Nurses' 2018 Annual Conference*June 30 - July 3 (Preconference: June 29) in Baltimore, Maryland, and am seeking sponsorship for the registration fee, food, travel and lodging expenses. A cost breakdown is included below.

This conference will enable me to attend education sessions that are directly applicable to my work. It will also make it possible for me to build a professional network with school health experts from around the country and the world.

The information, resources and tools I expect to acquire will provide our Oxnard School District and the students, staff and families we serve with evidence-based approaches to keeping children healthy and in school so they can learn. As an attendee, I will have access to a bound, printed syllabus containing resources from nearly every education session in the conference schedule. It would be a tangible resource to share with my colleagues.

In addition, I will be able to earn up to 19.25 CNE contact hours by choosing from more than 32 breakout sessions, 8 workshops and 5 general sessions. New this year is the Framework Forum, which will feature the application of the Framework for 21st Century School Nursing Practice. This expanded session will be dedicated entirely to providing school nurses with the practical skills needed to ensure that students are healthy and ready to learn. Don't forget about the opportunity to collect additional CNE by viewing the livestreaming videos up to 90 days following conference. There will also be hands-on demonstrations and a poster presentation session where dozens of experts will discuss case studies and topics addressing specific programs, models and tools implemented in the school setting. A full schedule of sessions will be available in February. Please let me know if you want more information at that time.

#### Cost breakdown

Conference Registration thru 04/16/2018: \$480; after 4/16/18: \$545

Preconference Session: \$195 full day session

Roundtrip Airfare: \$800 estimated

Transportation costs: from airport to hotel roundtrip est. \$100

Lodging: \$184/single, for 6 nights=\$1104

Meals: 1 breakfast, one lunch and one dinner x 6 days: not to exceed \$69. Per day.

Bound, printed syllabus: \$50

Total cost: \$3,143 if conference registration paid before April 16 and \$\$3,208 if paid after 4/16.

Thank you in advance for your consideration.

Sincerely,

Carolyn Rodriguez, RN
Oxnard School District Nurse

Cell: (805) 816-1596



#### **Event Details**

#### June 29-July 3, 2018

Baltimore Marriott Waterfront Hotel Baltimore, Maryland

Power of the Past, Force of the Future: Come join the celebration! 50 years of advancing school nursing practice! NASN2018 Learning Outcomes As a result of participating in this educational activity, learners will be able to: - Incorporate the principles of the Framework for 21st Century School Nursing Practice™ into daily practice to advance student and population health. - Identify school nursing trends that have evolved over the last 50 years of NASN. - Apply evidence-based



best practices that promote student health, academic success and healthy school communities.



#### Schedule

C	_	_	re	٠ŀ	_
. ~	_	~	11	31	

Friday, June 29, 2018

#### **Breakfast of Presidents**

7:00AM-8:30AM, Raven

#### **PC01 Precon - School Emergency Triage Training (SETT)**

8:00AM-3:00PM, Laurel A-B

## PC02 Precon - Helping Administer to the Needs of the Student with Diabetes in School (H.A.N.D.S.SM)

8:00AM-4:00PM, Laurel C

#### PC03 Precon - Advanced Pediatric Physical Assessment

8:00AM-4:00PM, Waterview A-B

#### PC04 Precon - Focus on the Framework: Community/Public Health

8:00AM-4:00PM, James

#### PC05 Precon - Focus on the Framework: Care Coordination

8:00AM-4:00PM, Iron

## PC06 Precon - Mental Health Training Intervention for Health Providers in Schools (MH-TIPS)

8:00AM-3:00PM, Waterview C-D

### LACAD Leadership Academy: 21st Century NASN Affiliate Leadership Development Program

9:00AM-4:00PM, Dover A-C

#### PC07 Precon - Stewards of Children: Child Sexual Abuse Prevention Education

9:00AM-11:00AM, Atlantic

#### PC08 Precon - The Real B'More Story: Strong and Resilient Workshop and Bus Tour

9:00AM-1:30PM, Bristol

#### PC09 Precon - Stewards of Children: Child Sexual Abuse Prevention Education

2:00PM-4:00PM, Atlantic

#### **Past NASN Directors Get-Together**

4:30PM-5:30PM, Presidents Suite

#### **First Timer's Orientation**

5:30PM-7:00PM, Waterview A-D

#### **NASN Innovation Relays**

6:00PM-7:00PM

#### School Health/NASN 50th Anniversary Dance Party

7:00PM-10:00PM, Harborside Ballroom B

Saturday, June 30, 2018

#### **Affiliate Rally**

7:30AM-8:00AM

#### **President's Welcome**

8:00AM-8:15AM, Harborside Ballroom

#### G01A Small Message, Big Impact: Building Your Persuasive Case

8:15AM-9:30AM, Harborside Ballroom

#### **Annual Business Meeting**

9:45AM-12:45PM, Harborside Ballroom

#### **Demonstration Room 1**

1:00PM-5:00PM, Iron

#### **Demonstration Room 2**

1:00PM-5:00PM, Laurel A-B

#### **Demonstration Room 3**

1:00PM-5:00PM, Laurel C-D

#### **Demonstration Room 4**

1:00PM-5:00PM, Waterview A-B

#### **Demonstration Room 5**

1:00PM-5:00PM, Waterview C-D

#### **Exhibit Hall Refreshments**

1:00PM-2:30PM, Harborside Ballroom B

#### **Exhibits**

1:00PM-5:00PM, Grand Ballroom & Foyer

#### Past Presidents' Luncheon

1:00PM-3:00PM

#### POST02 Poster Presentations on Innovative Practices in School Nursing

1:00PM-5:00PM, Dover A-C

#### **NEA Roundtable Discussion**

4:00PM-5:00PM, James

#### **International School Nurses Gathering**

5:00PM-6:00PM, Presidents Suite

#### **NASN Innovation Relays Report**

6:00PM-7:00PM, Raven

#### Meeting for Special Needs School Nurses SIG

7:00PM-8:00PM, Waterview A-B

#### **Private and Parochial School Nurses SIG Meeting**

7:00PM-9:00PM, Waterview C-D

Sunday, July 1, 2018

#### 1 Mile Fun Run/Walk - Endowment Fund Event

6:30AM-8:00AM

#### G02B Information to come...

8:00AM-9:00AM, Harborside Ballroom

#### **Demonstration Room 10**

9:00AM-12:00PM, Waterview C-D

#### **Demonstration Room 6**

9:00AM-12:00PM, Iron

#### **Demonstration Room 7**

9:00AM-12:00PM, Laurel A-B

#### **Demonstration Room 8**

9:00AM-12:00PM, Laurel C-D

#### **Demonstration Room 9**

9:00AM-12:00PM, Waterview A-B

#### **Exhibit Hall Refreshments**

9:00AM-10:30AM, Harborside Ballroom B

#### **Exhibits**

9:00AM-12:00PM, Grand Ballroom & Foyer

#### Meet the Journal of School Nursing Editor and NASN School Nurse Editor

10:00AM-12:00PM

#### **Exhibit Hall Drawing**

11:30AM-12:00PM, Grand Ballroom & Foyer

#### **G03B Framework Forum: General Session Series**

1:00PM-5:30PM, Harborside Ballroom

#### **NASN Awards Celebration**

7:00PM-8:30PM, Harborside Ballroom

Monday, July 2, 2018

#### Poster Presentations on Innovative Practices in School Nursing

7:00AM-4:00PM, Dover A-C

#### **G04C Visions and Voices**

8:00AM-9:00AM, Harborside Ballroom

## B01C1 Nursing Leadership: If You Don't Know Where You Are Going, Any Road Will Get You There

9:30AM-10:45AM, Grand Ballroom I-II

#### **B02C1 Alphabet Soup: Acute Onset Diseases That Every School Nurse Needs to Know!**

9:30AM-10:45AM, Grand Ballroom III-IV

#### **B03C1 Supporting Students with Diabetes**

9:30AM-10:45AM, Grand Ballroom V

#### **B04C1 School Nurse Integration in Mental Health Intervention**

9:30AM-10:45AM, Grand Ballroom VI

#### **B05C1 Moral Distress and Work Satisfaction in School Nurses**

9:30AM-10:45AM, Grand Ballroom VII-VIII

#### **B06C1A Micro Session: Medication Administration Guideline for Schools**

9:30AM-10:45AM, Grand Ballroom IX-X

## B06C1B Micro Session: Colorado Healthy Learner Asthma Program: Case Study in School Nurse Leadership

9:30AM-10:45AM, Grand Ballroom IX-X

## B07C1 Get Schooled on Concussions Return to Learn: Minding Medical and Educational Gaps

9:30AM-10:45AM, Laurel A-D

### **B08C1 Enhancing the Capacity of School Nurses to Reduce Excessive Anxiety in Children**

9:30AM-10:45AM, Waterview A-D

#### **B09C2 Protecting Students from Mosquito-borne Diseases at Schools**

11:00AM-12:15PM, Grand Ballroom I-II

## B10C2 School-based Telehealth: Improving Access to Care and Empowering School Nurses

11:00AM-12:15PM, Grand Ballroom III-IV

#### **B11C2 Commercial Sexual Exploitation of Children: School Nurses on the Frontlines**

11:00AM-12:15PM, Grand Ballroom V

#### **B12C2 Inhaler Confusion**

11:00AM-12:15PM, Grand Ballroom VI

## B13C2 Partnership: Establishing Connections with Parents to Implement School- based Approaches to Reduce HIV/STDs

11:00AM-12:15PM, Grand Ballroom VII-VIII

#### **B14C2 Health Guidance for the Digital Classroom**

11:00AM-12:15PM, Grand Ballroom IX-X

## B15C2A Micro Session: A New Paradigm: Defining Care Needs of Medically Complex Children

11:00AM-12:15PM, Laurel A-D

#### B15C2B Micro Session: Paxton's Day at School: Service Animals in Schools

11:00AM-12:15PM, Laurel A-D

#### **B16C2 School Nurse Orientation and Clinical Development: Keys to Success**

11:00AM-12:15PM, Waterview A-D

#### B17C3 Collaborating to Keep Flu Out of School

1:45PM-3:00PM, Grand Ballroom I-II

#### B18C3 Management of Diabetes in the School Setting: Let's Focus on Technology

1:45PM-3:00PM, Grand Ballroom III-IV

## B19C3 Children with Cancer: Developing a Care Plan Using an Interdisciplinary Approach

1:45PM-3:00PM, Grand Ballroom V

## B20C3 Medical-Assisted Treatment and What the School Nurse Needs to Know: Drug and Opioid Epidemic

1:45PM-3:00PM, Grand Ballroom VI

## B21C3A Micro Session: Nuts and Bolts of an EHR for the School Nurse: Novice to Expert, Clutter to Meaningful Use

1:45PM-3:00PM, Grand Ballroom VII-VIII

#### B21C3B Micro Session: Using Data to Determine Staffing in School Health Services

1:45PM-3:00PM, Grand Ballroom VII-VIII\*

#### **B23C3 CDC School Health Index**

1:45PM-3:00PM, Laurel A-D

#### **B24C3 Bridging the Gap: A Guide to Effective Precepting**

1:45PM-3:00PM, Waterview A-D

#### B26C4 Hindsight Is 20/20: Evolving Vision Screening Practices Over the Last 50+ Years

3:15PM-4:30PM, Grand Ballroom III-IV

## B27C4 Addressing Oral Health Needs Through Care Coordination and Community Collaboration

3:15PM-4:30PM, Grand Ballroom V

## B28C4 Introducing the School Nursing Evidence-based Practice Seizures and Epilepsy Clinical Guideline

3:15PM-4:30PM, Grand Ballroom VI

## B29C4 Easy Breathing for Schools: Lessons Learned from a School Nurse-Centered Asthma Program

3:15PM-4:30PM, Grand Ballroom VII-VIII

#### **B30C4 Writing a Literature Review**

3:15PM-4:30PM, Grand Ballroom IX-X

### B31C4 Leading the Cause to Implement Evidence-based Suicide Prevention in Your chool

3:15PM-4:30PM, Laurel A-D

## B32C4 Telehealth at School: Connecting Schools, Communities and Students for Improved Health

3:15PM-4:30PM, Waterview A-D

#### **Affiliate Night Out**

6:00PM-10:00PM

Tuesday, July 3, 2018

#### G05D The Crisis Facing America: Opioid Panel Discussion

8:00AM-9:00AM, Harborside Ballroom

#### W01D1 Creating Asthma-Friendly Environments and Promoting Access to Guidelinesbased Care for Children with Asthma

9:15AM-11:15AM, Grand Ballroom I-II

### W02D1 Strengthening Communication Skills to Affirm the Sexual Health of LGBTQ Students

9:15AM-11:15AM, Grand Ballroom III-IV

## W03D1 Motivational Interviewing for School Nurses: Methods to Facilitate Change in Behavioral Health

9:15AM-11:15AM, Grand Ballroom V

## W04D1 Addressing the Social Determinants of Health in Your School Nursing Practice 9:15AM-11:15AM, Grand Ballroom VI

## W05D1 Local School Wellness: A Deep Dive Preparing School Nurses to Activate and Lead

9:15AM-11:15AM, Grand Ballroom VII-VIII

#### W06D1 Grant Writing Fundamentals for School Nurses

9:15AM-11:15AM, Grand Ballroom IX-X

## **W07D1** Individual Healthcare Plans: What Are They? Why? Who Are They For? 9:15AM-11:15AM, Laurel A-D

### W08D1 Preventing and Responding to School Outbreak of a Communicable Disease: Focus on Influenza and Norovirus

9:15AM-11:15AM, Waterview A-D

#### G06D Information to come...

11:45AM-12:45PM, Harborside Ballroom

#### **President's Closing Remarks**

12:45PM-1:00PM, Harborside Ballroom B

Name	e of Contributor: <b>Dr. Je</b>	Date of Meeting	g: <b>April 18, 2018</b>
A.	Preliminary Study Session Report		
B.	Hearing:		
C.	Consent Agenda Agreement Category:	<u>X</u>	
		Academic	
		Enrichment	
		Special Education	
		Support Services	
		Personnel	
		Legal	
_		Facilities	
D.	Action Items		
E.	Approval of Minutes	et _ and _ and	
F.	Board Policies	st Reading 2 <sup>nd</sup> Reading	
Appr	oval of the 2017-18 Qu	rterly Report on Williams Uniform Comp	plaints, Third Quarter (Vaca)
The V	•	2727) requires a quarterly report to the G	
amou	nt and type of comple	nts made to the school district in the fo	llowing areas. Textbooks and

amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, the District received one complaint regarding facility conditions, during the third quarter.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2017-18 Quarterly Report on Williams Uniform Complaint, third quarter, as presented.

#### **ADDITIONAL MATERIAL:**

2017-18 Quarterly Report on Williams Uniform Complaints, Third Quarter (two pages)

#### **Quarterly Report on Williams Uniform Complaints**

[Education Code § 35186]

Fiscal Year 2017-18 District: Oxnard School District

Person completing this form: Dr. Jesus Vaca Title: Assistant Superintendent, HR

Quarterly Report Submission Date: April 2018 (1/1/18 to 3/31/18)

Date for information to be reported publicly at governing board meeting: April 18, 2018

Please check box that applies:

No complaints	were	filed	with	any	school	in	the	district	during	the	quarter	indicated
above.												

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
<b>Facilities Conditions</b>	1	1	0
TOTALS	1	1	0

Dr. Cesar Morales	
Print Name of District Superintendent	
	_
Signature of District Superintendent	

Attachment to Quarterly Report on Williams Uniform Complaints: April 18, 2018 Report

Complaint	Resolution
Re: Lemonwood School	Re: Lemonwood School
<b>Facility Conditions Complaint:</b>	Facility Conditions Findings:
The boys and girls locker room are too small for the amount of kids in the locker room and lockers are too small to put clothes in.	The changing rooms at Lemonwood are consistent with the K-8 educational specifications adopted by the OSD Board of Trustees in December 2016. The specifications provide for a grand total of 600 square feet per gender, for each K-8 site. At the time of their adoption, the K-8 model did not include sixth graders dressing out for P.E.
	Lockers are a standard size of 12x12x18, and a backpack does fit in the space.
	Remedies: In light of the fact that the issue of sixth grade students dressing out was not a consideration at the time of the K-8 educational specifications adoption, the district is currently engaged in an investigation to determine whether the facilities are adequate for the current student load. If necessary, the district is committed to investigate alternatives to mitigate the crowding issues.

Name	e of Contributor: <b>Dr. Je</b>	sus Vaca	Date of Meeting: April 18, 2018
A.	Preliminary Study Session	_	
	Report		
B.	Hearing:		
C.	Consent Agenda	_ <u>X</u>	
	Agreement Category:		
			demic
			chment
			cial Education
			port Services sonnel
		Leg	
			ilities
D.	Action Items	1 del	nees
E.	Approval of Minutes		
F.	Board Policies	1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
Appr	oval of Reading Specia	alist, K-2 and In	structional Specialist, K-8 Job Descriptions (Vaca)
consi	deration and approval.	The new position	ructional Specialist, K-8 job descriptions are presented for your ns will help the District better meet the needs of our students, in uctional support for teachers.
FISC N/A	CAL IMPACT:		
REC	OMMENDATION:		
T:	1	41 A	0 C

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the attached Reading Specialist, K-2 and Instructional Specialist, K-8 job descriptions, as presented.

#### **ADDITIONAL MATERIAL:**

- Job Description, Reading Specialist, K-2 (two pages)
- Job Description, Instructional Specialist, K-8 (two pages)

#### **HUMAN RESOURCES & SUPPORT SERVICES**

#### Title: Reading Specialist, K-2

#### **Qualifications:**

- 1. Bachelor's Degree
- 2. Valid and appropriate California Teaching Credential, in compliance with the provisions of Title 5, *Administrative Code* 80002-8012 and *California Education Code* 44000-44665
- 3. Minimum of five (5) years teaching experience
- 4. Must have been in classroom at least one (1) year in the last five (5) years.
- 5. Positive teacher evaluations in previous two years
- 6. Possess the following personal qualities:
  - a. ability to meet district standards for physical and mental health
  - b. evidence of good moral character
  - satisfactory recommendations from training supervisors or other professionals
    who have observed the candidate's personal characteristics, scholastic
    achievement and job-related performance
  - d. strong organizational and interpersonal skills
  - e. effective oral and written communication skills
  - f. ability to work collaboratively with peers and administrators
  - g. ability to develop and deliver effective lessons
  - h. ability to demonstrate commitment to personal professional growth and learning
- 7. Such alternatives to the above qualifications, as the District may find appropriate and acceptable.

**Reports to:** Assistant Superintendent, Educational Services or designee

Job Goal:

Under the direction of the Assistant Superintendent, Educational Services or designee, the Reading Specialist is responsible for working with small groups of children identified as at-risk in reading. The reading specialist is responsible for providing direct instruction individually or in small groups to ensure student learning and academic success.

#### **Performance Responsibilities:**

Essential functions may include, but are not limited to the following:

- 1. Assists teachers with assessment of students in grades K-2 to identify students at risk in reading.
- 2. Designs and implements reading interventions using research-based methodology (such as LLI, SIPPS, etc.).
- 3. Works with students in small groups to deliver direct instruction; documents interventions and monitors progress on identified student(s) served.
- 4. Communicates with school personnel regarding student regarding reading levels and rate of progress when necessary.
- 5. Plans and uses appropriate instructional and learning strategies, activities, materials and equipment that reflect understanding or the learning styles and needs of identified students.
- 6. Participates in staff development activities to improve job-related skills.
- 7. Serves as a resource to classroom teachers to ensure that the specialized needs of students are met.
- 8. Develops and implements daily lesson plans and small group activities, consistent with Common Core standards using assessment data.
- 9. Works collaboratively with principal to create a schedule that meets student needs in K-2.
- 10. Performs additional related duties as assigned.

#### **Knowledge of:**

- Instructional design, curriculum development and materials selection
- Instructional needs of English learners, foster youth and low socio-economic status students
- Planning, designing and implementing effective differentiated reading lessons
- Multiple approaches to instruction and assessment
- District data reporting and tracking systems

**Work Environment:** Employees in this position will be required to work indoors and outdoors in a school environment and come in direct contact with students, OSD staff, students, district staff,

and the public.

Terms: Salary, benefits and work year as provided by contract between the Board of Trustees and the

Oxnard Educators Association.

Evaluation: The evaluation and assessment of performance of certificated personnel in this position will be

conducted by an administrator, in accordance with the provisions of Education Code 44660-

44665.

Job Description Adopted: April 18, 2018

#### **HUMAN RESOURCES & SUPPORT SERVICES**

#### Title: **Instructional Specialist, K-8**

#### **Qualifications:**

- 1. Bachelor's Degree
- 2. Valid and appropriate California Teaching Credential, in compliance with the provisions of Title 5, Administrative Code 80002-8012 and California Education Code 44000-44665
- 3. Minimum of five (5) years teaching experience4. Positive teacher evaluations in previous two years
- 5. Possess the following personal qualities:
  - a. ability to meet district standards for physical and mental health
  - b. evidence of good moral character
  - c. satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance
  - d. strong organizational and interpersonal skills
  - e. effective oral and written communication skills
  - f. ability to work collaboratively with peers and administrators
  - g. ability to develop and deliver effective presentations
  - h. ability to demonstrate commitment to personal professional growth and learning
- 6. Such alternatives to the above qualifications, as the District may find appropriate and acceptable.

#### Reports to:

Assistant Superintendent, Educational Services or designee

#### Job Goal:

Under the direction of the Assistant Superintendent, Educational Services or designee, the Instructional Specialist will support and assist classroom teachers with the implementation of the district adopted core curriculum and district intervention programs. The overarching goal of Instructional Coaches is to support teachers to improve student learning.

The Instructional Specialist, K-5, K-8 and 6-8 provides support to teachers and administrators in English Language Arts (ELA), Integrated English Language Development (ELD) and/or mathematics, with an emphasis on English Learner (EL) students, and students who require intensive intervention support, including students with disabilities (SWD). The Instructional Specialist supports the district's staff development plan, as outlined in the Local Control and Accountability Plan (LCAP), by providing professional development for teachers to improve instructional practice through delivery of lessons, presentations, and workshops. The Instructional Specialist assists with data analysis with regard to supporting the instructional needs of EL, SWD, and other students who need intervention.

#### **Performance Responsibilities:**

Essential functions may include, but are not limited to the following:

- Assists administrators and teachers with implementing district adopted core curriculum and district 1. intervention programs.
- Provides feedback to teachers to ensure that they have support in implementing programs that serve core 2. and intervention level students.
- 3. Facilitates teacher discussions in collaboration with administrators using student assessment data in order to make appropriate instructional decisions.
- Provides on-site staff development and instructional support to ensure that all teachers are 4. knowledgeable about effective instructional strategies and program components.

- 5. Provides supplemental support and assistance to all classroom teachers in the area of English Language Arts, Mathematics and English Language Development through:
  - Analysis of data
  - In class support
- 6. Assists with Integrated ELD Support.
- 7. Assists teachers in developing differentiated strategies and implementing research based best instructional practices.
- 8. Provides site-level staff development focused on teaching and learning based on student needs.
- 9. Assists teachers with implementation of strategies and practices process to maintain a classroom atmosphere/environment conducive to learning.
- 10. Serves as a resource person to ensure program goals meet the specialized needs of students.
- 11. Instructional Coaches are to be in the classrooms either co-teaching or collaborating with teachers on delivery of instruction throughout the day.
- 12. Performs additional related duties as assigned.

#### **Knowledge of:**

- Instructional design, curriculum development and materials selection
- Instructional needs of English learners, foster youth and low socio-economic status students
- Planning, designing and implementing effective differentiated professional development
- Multiple approaches to instruction and assessment
- District data reporting and tracking systems

**Work Environment:** Employees in this position will be required to work indoors and outdoors in a school environment and come in direct contact with students, OSD staff, students, district staff, and the public.

**Terms:** Salary, benefits and work year as provided by contract between the Board of Trustees and the Oxnard Educators Association.

**Evaluation:** The evaluation and assessment of performance of certificated personnel in this position will be conducted by an administrator, in accordance with the provisions of *Education Code* 44660-44665.

Job Description Adopted: April 18, 2018

Name	e of Contributor: <b>Dr. Jesus Vaca</b>	Date of Meeting: April 18, 2018
A.	Preliminary Study Session Report	
B.	Hearing:	
C.	Consent AgendaX	
	Agreement Category:	
	- - - - -	Academic Enrichment Special Education Support Services Personnel Legal Facilities
D.	Action Items	
E.	Approval of Minutes	1
F.	Board Policies 1 <sup>st</sup> Reading	ng 2 <sup>nd</sup> Reading
Appr	oval of Out-of-State Instruction	al Observation: Puerto Peñasco (Vaca/Bond/Batista)

#### **DESCRIPTION OF AGENDA ITEM:**

The board's approval is requested for Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Dr. Edd Bond, Director, Certificated Human Resources, and Dr. Marlene Batista, Director, English Learner Services to observe Spanish instruction in the areas of reading, writing and math in the Puerto Peñasco Public Schools. The observation will take place April 23, 2018 through April 25, 2018. The visit will also provide Oxnard School District personnel with the opportunity to discuss educational initiatives and teacher credentialing coursework with Puerto Peñasco district administrators.

#### **FISCAL IMPACT:**

Not to exceed \$5,000 for registration, airfare, lodging and meals.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the out-of-state instructional observation, as outlined above.

#### **ADDITIONAL MATERIAL(S):**

None

Name	of Contributor: Steve Ba	Date of Meeting: April 18, 2018
A.	Preliminary Study Session	
B.	Report _ Hearing:	
C.	Consent Agenda Agreement Category:	<u>X</u>
		AcademicEnrichmentSpecial EducationSupport ServicesPersonnelLegalFacilities
D.	Action Items	<u> </u>
E.	Approval of Minutes	
F.	Board Policies 1	Reading 2 <sup>nd</sup> Reading
Establ	ish/Abolish/Increase/Re	ace Hours of Position (Bailey)

#### **Establish**

a six hour, 183 day Health Care Technician position number 8775 to be established at San Miguel school. This position will be established to provide support.

a five hour, 183 day Paraeducator I position number 8777 to be established in the English Learner Services department. This position will be established to provide support for the Newcomer Academy.

#### **Increase**

a five hour and forty five minute 183 day Infant Program Assistant position number 1067 to be increased to 8 hours in the Special Education department. This position will be increased to provide additional support.

a five and a half hour 183 day Paraeducator II position number 1324 to be increased to 5.75 hours in the Special Education department. This position will be increased to provide additional support.

a four hour 246 day Custodian positon number 6449 to be increased to 8 hours in the Facilities department. This position will be increased due to the increase in workload.

#### Reduce

an eight hour 246 day Site Technology Technician positon number 2950 to be reduced to 5 hours at Fremont school. This position will be reduced due to the lack of funds.

#### **FISCAL IMPACT:**

Cost for Health Care Technician - \$53,177 Special Education

Cost for Paraeducator I – \$23,263 Special Education

Cost for Infant Program Assistant – \$26,032 Special Education

Cost for Paraeducator II - \$1,184 Special Education

Cost for Custodian - \$41,591 General fund

Saving for Site Technology Technician - \$32,163 General fund

#### **RECOMMENDATION:**

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

#### **ADDITIONAL MATERIAL:**

None

Name of Contributor: <b>Dr. Jesus Vaca/Steve Bailey</b>		Date of Meeting: April 18, 2018	
A.	Preliminary Study Session Report		
B.	Hearing:		
C.	Consent Agenda X Agreement Category:		
	Academic		
	Enrichment		
	Special Education		
	Support Services		
	Personnel Legal		
	Facilities		
D.	Action Items		
E.	Approval of Minutes		
F.	Board Policies 1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading		
Person	nnel 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.			
FISCA N/A	AL IMPACT:		

#### **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 (one page)

Page 1	CLASSIFIED PERSONNEL ACTIONS	April 18, 2018
New Hire		0.4/4.0/2.04.0
Ayala, Erika	Paraeducator II (B), Position #2113	04/10/2018
Camplana Cilbant	Special Education 5.75 hrs./183 days	02/21/2019
Capulong, Gilbert	Paraeducator III, Position #2362 Special Education 5.75 hrs./183 days	03/21/2018
Cruz, Mariana	Paraeducator III, Position #7509	03/19/2018
Cruz, iviariana	Special Education 5.75 hrs./183 days	03/17/2010
Gutierrez, Stephanie P	Speech Language Pathology Assistant (B), Position #8152	03/08/2018
•	Special Education 8.0 hrs./183 days	
Nuckolls, Betty L	Paraeducator II, Position #8614	04/09/2018
	Special Education 5.75 hrs./183 days	
Soria, Roxanne	Paraeducator I (B), Position #7280	03/08/2018
	Haydock 5.75 hrs./183 days	
<b>Exempt</b>		
Mendez, Nellie	Campus Assistant	01/22/2018
Nunez, Edward	Campus Assistant	02/20/2018
Limited Term	Danie duceter	02/16/2019
Ancona, Michelle	Paraeducator Clerical	03/16/2018 03/01/2018
Arevalo, Vanessa Armstrong, Guadalupe M	Paraeducator	03/01/2018
Bailey, Steven	Interim Director Classified Human Resources	03/12/2018
Banuelos, Johnny	Paraeducator	03/09/2018
Barajas, Jessica M	Clerical	02/23/2018
Carmona, Jacqueline S	Paraeducator	03/26/2018
Diaz, Juan	Paraeducator	03/05/2018
Escobedo, Sonia	Paraeducator	03/12/2018
Esquivel Jr., Sergio	Paraeducator	03/16/2018
Flores, Daisy	Paraeducator	03/19/2018
Garcia, Rozina D	Clerical	02/05/2018
Grange, Gabriela I	Paraeducator	03/09/2018
Huan, Patrizia M	Clerical	03/05/2018
Lopez, Frank	Paraeducator	03/14/2018
Lopez, Itzel	Paraeducator	03/20/2018
Lovos-Bonilla, Stephanie M	Paraeducator	02/20/2018
Lucking, Alison N	Paraeducator	03/16/2018
Luna, Jazmin	Clerical	02/22/2018
Medina, Jazmin	Paraeducator Paraeducator	03/15/2018 04/02/2018
Mendez, Shannon M Passno, Sarah B	Paraeducator	03/15/2018
Roque, Jessica	Paraeducator	03/14/2018
Sosa, Marleen S	Paraeducator	03/26/2018
Valencia, Alejandra G	Clerical	02/05/2018
Wilson, Tanya	Health Care Technician	03/19/2018
In annuage in III		
<u>Increase in Hours</u> Olague, Hilda	Paraeducator II (B), Position #1324	04/09/2018
<del> </del>	Special Education 5.75 hrs./183 days	0 09, 2010
	Paraeducator II (B), Position #1324	
	Special Education 5.5 hrs./183 days	
	- · ·	

<u>Transfer</u>		
Gonzalez, Julieta	Child Nutrition Worker, Position #2854 Ramona 5.0 hrs./185 days	04/09/2018
	Child Nutrition Worker, Position #92	
	Driffill 5.0 hrs./185 days	
Murrieta, Nancy C	Child Nutrition Worker, Position #202	03/12/2018
	Fremont 5.5 hrs./185 days	
	Child Nutrition Worker, Position #2140	
Rodriguez Gaytan, Edmundo	Curren 5.0 hrs./185 days Child Nutrition Worker, Position #288	03/12/2018
Rodriguez Gaytan, Edinundo	Ramona 5.5 hrs./185 days	03/12/2016
	Child Nutrition Worker, Position #2854	
	Ramona 5.0 hrs./185 days	
Sanchez Oviedo, Maria L	Child Nutrition Worker, Position #389	04/09/2018
	Brekke 4.5 hrs./185 days	
	Child Nutrition Worker, Position #2057	
	Itinerant 5.0 hrs./185 days	
Valerio, Marisa S	Child Nutrition Worker, Position #2140	04/09/2018
	Curren 5.0 hrs./185 days	
	Child Nutrition Worker, Position #6409	
	Curren 5.0 hrs./185 days	
Voluntary Demotion		
Paz, Lorena D	Office Assistant II (B), Position #970	03/19/2018
raz, zorena z	Brekke 7.0 hrs./203 days	03/19/2010
	School Office Manager (B), Position #734	
	Lemonwood 8.0 hrs./210 days	
	Lemonwood 6.6 ms./216 days	
Medical Layoff		
2309	Paraeducator I, Position #7178	03/08/2018
230)	ranacacator 1, 1 ostilon 11, 1 70	03/06/2016
Resignation		
Jimenez, Marco	Instructional Assistant SH (B), Position #1001	03/23/2018
,	Special Education 6.0 hrs./183 days	35, 25, 2310
	-r on the rot may any s	

#### 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**

Christian, Laura	Speech Therapist	03/22/2018
Differ, Amy	Teacher, SPED M/S	03/15/2018
Nikjoo, Sarah	Psychologist	02/28/2018
Ortega, Patricia	Psychologist	04/16/2018

Mendoza, Barbara	Substitute Teacher	2017/2018 School Year
Naranjo, Nataly	Substitute Teacher	2017/2018 School Year
Ruiz, Eileen	Substitute Teacher	2017/2018 School Year
Russi, Steven	Substitute Teacher	2017/2018 School Year
Shuman, Tasha	Substitute Teacher	2017/2018 School Year

**Intervention Services Provider (less than 20** hours per week not to exceed 75% or 135 days a <u>year</u>

Douglas, Melissa Driffill 03/13/2018

#### **DECEASED**

Orosco, Mark Chavez June 16, 2018

Name	e of Contributor: Robin I. Freeman Date	of Meeting: 4/18/18
1 (011110	2 4.0	0111100111g. W10/10
A.	Preliminary	
	Study Session	
B.	Report Hearing:	
Б. С.	Consent Agenda	
C.	Agreement Category:	
	Academic	
	Enrichment	
	Special Education	
	Support Services	
	Personnel	
	Legal	
D.	Action Items X Facilities	
E.	Approval of Minutes	
F.	Board Policies 1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading	
	8	
Englis	ish Language Master Plan Report	(Freeman/Batista)
The English Learner Master Plan is a document that needs to be reviewed and revised each year to reflect changes to programs, policies and laws. This year in line with changes in law due to Proposition 58 and changes to program offerings by the district a revision of the English Learner Master Plan is being presented to the board for approval.  FISCAL IMPACT: None		
	<b>COMMENDATION:</b> It is the recommendation of the Assistatices, and the Director of English Learner Services that the Bo	-

**ADDITIONAL MATERIAL:** 

**Power Point** 

presented.

Revised English Language Master Plan

# English Learner Master Plan Revision



OSD Board Meeting~ March 21st, 2018 Dr. Marlene Batista

## English Learner Master Plan

- Annual plan revision
  - According to the ELMP the district must review the plan with all stakeholder groups (ie. Teachers, adminsitrators, EL parents) each year particularly looking at the programs offered for English Learner Students

Revisions to the plan are made as necessary based on recommendations



## Changes to ELMP

## Overall Changes Throughout Plan:

Eliminate references to the CELDT

 Removal of language and or references related to Proposition 227, specifically about parent waiver requirements for bilingual programs

 References to VI-EL-17 replaced with new Proposition 58 language



## Chapter 3- Instructional Programs

## Chapter 3 changes:

 Some changes were made to Chapter 3 related to Proposition 58 language

 In conjunction with Dr. DeGenna, changes to program descriptors and tables were made to reflect the changes to the bilingual programs for the 2018-19 school year



# Chapter 4 ~ Monitoring &Reclassification

- Changes to the reclassification criteria cannot be made until the state clarifies the new terms using ELPAC
- Changes to Table 4.5 were made to reflect recommendations by the auditor during federal program monitoring
- We added reference to Ellevations in the section on Reclassification Monitoring as well as changing the number of years from 3 to 4



## Minor Changes

- Few changes were made in Chapter 5 and 6
  - Removing references to CELDT and adding ELPAC
  - Removing references to placement in TBE
  - Changing language related to Proposition 227 to reflect Proposition 58

No changes were made to Chapter 7 ~
 Staffing and Professional Learning



# Chapter 8 ~Parent & Community Engagement

 Removal of VI-EL 18 and replacing it with VI-EL 17 (Proposition 58 language)

 In Table 8.1 remove reference to Vice President in DELAC and adding Parliamentarian as reflected in DELAC bylaws

 Removal of all language related to Parent Exception Waivers for bilingual programs



### Chapters 8 & 9 ELMP

 No changes to Chapter 9 ~ Evaluation and Accountability: Roles and Responsibilities

 No Changes to Chapter 10 ~ Resource Allocation



### **Next Revision to ELMP**

- Changes will continue to be made related to programmatic options next year
- Criteria related to reclassification will be needed to reflect changes to state's criteria

 Possible changes to Chapter 10 related to staffing & personnel based on negotiations



# Purpose of ELMP

As stated in Chapter 1 of our Plan:

"The main drive of the Oxnard English Learner Master Plan is to provide educators with critical information to the linguistic and educational needs of EL students, as well as the legal requirements for serving these students. Recognizing the ELs bring a wealth of knowledge and talent that will benefit our Oxnard community, we expect that this plan will be used to guide the implementation of best instructional practices for ELs and for driving systematic changes required to ensure the academic success of linguistically diverse learners."



- Use of data to monitor programs & students
  - The purchase of Ellevations as a data monitoring system for our English Learners
  - OSD has made decisions on programmatic options based on data and the effectiveness of programs for our English Learners
- Effective Professional Development and Support of Teachers
  - Use and support of our EL TOSAs
  - The professional development of <u>all</u> our K-8 teachers in Integrated and Designated ELD Instructional Practices
  - Professional Development for our Bilingual Teachers
  - Deconstruction of ELPAC task types to help change classroom practices

- ELD Standards and ELD Instruction
  - Using the ELD Standards to drive instruction~ ELD curriculum as a guide
  - ELD Lesson Plans
     – need to be direct and specific to students needs
  - ELD is NOT an option it is a legal requirement
  - ELD Lessons need to concentrate on the development of language with an emphasis on auditory comprehension and oral expression (70:30)
  - Integrated ELD ALL DAY!!!



- Reclasification & Monitoring of Students
  - Retesting of Intermediate students on CELDT to reclassify the máximum number of students prior to ELPAC
  - Examining our EL students in Special Education to ensure their success – reclassifying students during IEPs/identifying the difference between language acquisition and disability
  - Ensuring that our RFEP students are properly monitored using Ellevations



- OSD/Parent Teamwork
  - DELAC/ELAC training
  - Effective Parent Education
    - Project 2INSPIRE, CABE, PIQE, Factor....
  - Family Activities (LA Book Festival,
     Strengthening Families, EL Parent Conference)
  - Spirit of positive collaboration and empowerment for our families











### Oxnard School District

Master Plan for Services to English Learners

2018

#### OXNARD SCHOOL DISTRICT ENGLISH LEARNER MASTER PLAN

### **Board Approved**

April 18, 2018

### **Governing Board:**

Debra Cordes, President Ernie Morrison, Clerk Denis O'Leary, Trustee Verónica Robles-Solis, Trustee Monica Magridal Lopez, Trustee

Dr. Cesar Morales, Superintendent Robin Freeman, Assistant Superintendent

> Oxnard School District 1051South A Street Oxnard, CA 93030 (805)487-3918

> > 2018 (Revision of 2016)

This plan and forms related to English Learner services in the Oxnard School District are available at www.oxnardsd.org

#### Acknowledgements

The Oxnard School District Master Plan for Services to English Learners was developed through the dedicated effort and collaboration of district teachers, administrators, support staff, and parents. We greatly appreciate the guidance, support, and time they gave to provide input.

We are indebted to the 2016 Oxnard School District's Board of Trustees: Veronica Robles-Solis, Deborah Cordes, Denis O'Leary, Albert Duff Sr., and Ernie Morrison. It is due to their vision, support, and commitment to the children of Oxnard that this document came to be.

We thank all who dedicated their time and insight to the development of our Master Plan by participating on the Oxnard English Learner Master Plan Advisory Committee, from September 2014 to June 2016.

Whitney Amber	Jairo Arellano	Mirna Castro
Debra Cordes	Mary Curtis	Karen Hill-Scott
Mary Elisondo	Ana Garcia	Aracely Fox
Robin Freeman	Cynthia Garcia Doane	Liliana Giron
Elva Gonzales Nares	Guadalupe Reyes	Teresa Guerra
Alfredo Gutierrez	Cristina Huizar	Robin Lefkovits
Cesár Morales	Veronica Oros	Andrea Pulido
Leticia Ramos	Chris Ridge	Maria Saucedo
Amelia Sugden	Anna Thomas	Jabbar Wofford
Patricia Zamora	Bertha Zaragoza	Ivette Zendejas

Valuable input was also provided by parents participating on the District English Learner Master Plan Advisory Committee.

Finally, we are thankful to the parents and staff who provided feedback by submitting their input via surveys. Due to the effort and commitment of these stakeholders, and likely others not mentioned here, the Oxnard School District English Learner Master Plan is now our guiding document for improving the delivery and implementation of programs for English Learners.

#### **Table of Contents**

Overview	7
Message from the Superintendent	7
Learning Skills	7
Literacy Skills	7
Life Skills	7
District Context	9
District Mission/Vision	9
Guiding Principles and Goals for Educating English Learners	9
Purpose of the Master Plan	11
Master Plan Development Collaborative Process	11
Oxnard Community Expectations for Implementation of the EL Master Plan	11
District Infrastructure for Local Accountability and Responsibility	13
State and Federal Guidelines	
Chapter 2: Identification, Assessment and Placement	16
Overview of Chapter 2	16
Identification, Assessment and Placement	17
Step 1: Registration, Including Completion of the Home Language Survey	17
Step 2: English Language Proficiency Assessment	18
Step 3: Primary Language Assessment	19
Step 4: Parent Notification of Results	19
Step 5: Initial Program Placement	20
Program Placement vs. Classroom Placement	23
Transitional Kindergarten/Kindergarten Registration, Assessment and Placement	23
English Learner Typologies	24
Newly Arrived English Learners with Adequate Formal Schooling	24
Newly Arrived English Learners with Inadequate Formal Schooling	25
Long Term English Learners	25
English Learners Who Are Meeting Academic and English Language Development Be	
Transfer Students	27

Professional Development for Staff and Administrators on Initial Identification, I Parental Rights/Informed Consent	
Chapter 3: Instructional Program Options	
Overview	30
English Language Mainstream Program, Grades TK - 8	31
Structured English Immersion Program	32
Newcomer Programs: Grades 3-8	36
Alternative Bilingual Program Options for Students	38
Transitional Bilingual Program, Grades 1 – 3 (2018-19)	38
Primary Language Instruction vs. Primary Language Support	42
Dual Language Programs: One Way and Two Way Immersion	43
Pathways to Biliteracy Awards	47
California State Seal of Bi-literacy. Several pathway awards have been established elementary level and middle school level to acknowledge and encourage students develop language and literacy skills in two or more languages. See the Dual Language for specific criteria.	to continue to guage Handbook
English Language Development (TK-8)	47
Commitment to Special Education Services: Primary and Secondary Programs	
Gifted and Talented Education (GATE)	
Chapter 4: Monitoring of Student Progress and Reclassification	
Overview	
Assessments Used to Monitor Student Progress	
State-Mandated English Language Proficiency Assessments	
District-Adopted Language Proficiency Benchmark Assessments	
State-Mandated and District-Adopted Academic Achievement Assessments	54
Use of Assessment Data for Instructional Planning	56
Language Appraisal Team (LAT)	
Language Appraisal Team Procedures	57
Multi-tiered System of Supports and English Learners	
Reclassification Criteria and Process	
Steps for Reclassification	
Provision for Reclassification of English Learners with Disabilities	61

Follow-up Progress Monitoring of Reclassified Students	
Chapter 5: English Language Development	65
Overview	65
Overview and Guidelines for English Language Development Instruction	66
Designated English Language Development	67
Mandatory Time for Designated ELD Instruction	70
Instructional Grouping for Elementary Schools (Grades TK-5)	70
Instructional Grouping for Intermediate Schools (Grades 6-8)	71
Instructional Materials for Designated English Language Development	72
Integrated English Language Development Instruction	73
Instructional Materials for Integrated English Language Development	74
Monitoring Student Progress in English Language Development	74
Normative Progress - English Learners Who are Meeting Academic and English Language  Development Benchmarks	75
Interventions for English Language Development	76
Long-Term English Learners, Grades 6-8	76
English Language Development for English Learners with Disabilities	78
Chapter 6: Access to Core	80
Overview	80
Overview and Guidelines for Integrated English Language Development in the Content Area	s81
Elementary and Intermediate Grade Access to Core Curriculum	82
Integrated English Language Development and SDAIE strategies	82
AREA #1 - Integrated ELD	82
AREA #2: Specially Designed Academic Instruction in English (SDAIE) Strategies	83
Use of Primary Language in Instruction	85
Primary Language Support	85
Primary Language Support  Primary Language Instruction	
, , , , , , , , , , , , , , , , , , , ,	85
Primary Language Instruction	85 <b> 86</b>
Primary Language Instruction	85 86 86
Primary Language Instruction	85 86 86 87

Students Who Speak Languages Other Than Spanish	89
Universal Design for Learning	90
Multi-Tiered System of Supports	91
Professional Development	91
Chapter 7: Staffing and Professional Learning	94
Overview	94
Staffing and Certification	95
Recruitment Procedures—Teachers	96
Recruitment Procedures - Paraeducators	98
Hiring Priorities and Procedures	98
Requirements for Teachers on Interim Assignment Providing Instructional Service Learners	
Appropriate Use of Bilingual Paraeducators	99
Teachers on Special Assignment (TOSAs)	99
District and Site Professional Development for All Staff Who Work with English Lo Including Administrators, Counselors, Teachers, Paraeducators and Others	*
Professional Development Related to the English Learner Master Plan	100
Focus Areas for District Professional Development	100
Monitoring of Professional Development and Support	
Chapter 8: Parent and Community Engagement	106
Overview and Commitment	106
Parent Advisory Committees	108
English Learner Advisory Committee (ELAC)	108
District English Learner Advisory Committee (DELAC)	111
Annual Notification	112
Program Placement	113
Home-School Collaboration	113
Volunteering in Classrooms During the School Day	115
Decision Making	115
Activities to Help Parents Effectively Assist their Children toward Educational Suc Advocate for their Children within the School and Community	
Chapter 9: Program Evaluation and Accountability	118
Overview	118

The English Learner Coordinating Council, a Key Mechanism for EL Accounta	bility119
Evaluation Design and Goals	119
Monitoring Program Implementation	121
Student Benchmark Expectations	123
Using Program Effectiveness Information to Improve Implementation and Modi	•
Site Level Use of Information	126
District Level Use of Information	127
District Infrastructure for Local Accountability and Responsibility	127
Chapter 10: Resource Allocation	132
Overview	132
Local Control Funding Formula	133
Oxnard School District Budget Decision Making Processes	133
English Learner Master Plan Alignment to Expenditures	134
General Fund Resources	135
Supplemental Funds	135
Resource Allocation Monitoring	140
Glossary of Terms	142
Forms	152

### **Chapter ONE**

Superintendent's Message, English Learner Master Plan Goals, Mission, Vision, and Guiding Principles



### Chapter 1: Superintendent's Message, English Learner Master Plan Goals, Mission, Vision, and Guiding Principles

#### **Overview**

This chapter includes a message from the Superintendent and identifies the district's mission, vision, goals and guiding principles that are reflected in the Oxnard English Learner Master Plan. It also provides the purpose of the plan, collaborative development processes, and expectations for district-wide implementation.

#### Message from the Superintendent

It is our commitment to serve all children in our community and ensure successful support along their educational experience. Particularly, it is imperative to serve our English Learner students (ELs) and develop systems of support to achieve their reclassification status and expected goals.

In addition to helping our ELs acquire academic literacy, we are preparing them to navigate college, the job market and to become global citizens. It is our duty and obligation to do whatever we can to help our students connect learning with real life and emphasize the three types of 21st Century Skills that prepare students to succeed in the informational age. The three types of skills and abilities are listed below.

Learning Skills	Literacy Skills	Life Skills
Critical Thinking	• Information Literacy	<ul> <li>Flexibility</li> </ul>
• Creative Thinking	Media Literacy	• Initiative
<ul> <li>Collaborating</li> </ul>	<ul> <li>Technology Literacy</li> </ul>	<ul> <li>Social Skills</li> </ul>
<ul> <li>Communicating</li> </ul>		<ul> <li>Productivity</li> </ul>
		• Leadership

https://k12.thoughtfullearning.com/FAQ/what-are-21st-century-skills

The main drive of the Oxnard English Learner Master Plan is to provide educators with critical information related to the linguistic and educational needs of EL students, as well as the legal requirements for serving these students. Recognizing that ELs bring a wealth of knowledge and talent that will benefit our Oxnard community, we expect that this plan will be used to guide the implementation of best instructional practices for ELs and for driving systemic changes required to ensure the academic success of linguistically diverse learners.

The plan provides information on the following areas related to the linguistic and educational needs of English Learners:

- Understanding and meeting federal and state legal requirements
- Maintaining high-quality, standards-based language instruction leading to full academic engagement
- Acquiring 21st century skills in curriculum and instruction
- Reporting and using data to manage instruction
- Monitoring and evaluation of program implementation
- Valuing, honoring, and embracing native heritage and cultural assets
- Engaging, informing and supporting the family and community

Our educators work tirelessly to make sure the needs of ELs are met; their experience, expertise, and understanding of the specific needs of ELs are our priority. Our goal is to support them in providing the best instruction possible for students, and in meeting and exceeding the policies, procedures, and compliance items addressed in this document, in order to ensure continued success for English Learners in school and in life.

In order to address the ever-changing and expanding needs of English Learners, we will review and update this document annually.

#### **District Context**

As the largest enrolling K-8 district of ELs in Ventura County, the Oxnard School District strives to be a leader and model in serving ELs. The Oxnard School District (OSD) is committed to providing the highest quality educational programs and services that are based on the latest educational research.

The OSD enrolls over 17,000 students in twenty-one schools serving TK-8 and preschool. Our English Learner Master Plan outlines the systems that are in place in every school serving ELs to ensure compliance with state and federal law and, more importantly, to guarantee that all ELs in OSD have access to rigorous curriculum in order to become fluent in English and master all the content standards required in the state of California as a foundation for college and career readiness. It is our commitment that all ELs are given excellent first teaching in the core content and receive responsive language strategies ensuring that their linguistic and academic needs are met.

#### **District Mission/Vision**

#### **Vision Statement**

"Empowering All Children to Achieve Excellence"

#### **Mission Statement**

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

#### **Guiding Principles and Goals for Educating English Learners**

The Oxnard School District's Master Plan for Services to English Learners serves as an operational guide for all district personnel as we seek to implement outstanding programs for all of our students. Several guiding principles for English Learner Instruction guide the work and approach toward meeting the needs of ELs. These key principles, developed by the Understanding Language project at Stanford University (2013) are in line with the adoption and implementation of Common Core State Standards (CCSS) and the need to strategically plan for ELs to meet rigorous, grade level academic standards. They are intended for teachers, coaches, EL specialists,

curriculum leaders, school principals, district administrators, parents, and community members and are detailed in Table 1.1 below.

#### Table 1.1 Understanding Language: Key Principles for ELL Instruction

- 1. Instruction focuses on providing ELs with opportunities to engage in discipline-specific practices which are designed to build conceptual understanding and language competence in tandem.
- 2. Instruction leverages ELs' home language(s), cultural assets, and prior knowledge.
- 3. Standards-aligned instruction for ELs is rigorous, grade-level appropriate, and provides deliberate and appropriate scaffolds.
- 4. Instruction moves ELs forward by taking into account their English proficiency level(s) and prior schooling experiences.
- 5. Instruction fosters ELs' autonomy by equipping them with the strategies necessary to comprehend and use language in a variety of academic settings.
- 6. Diagnostic tools and formative assessment practices are employed to measure students' content knowledge, academic language competence, and participation in disciplinary practices.

Retrieved from <a href="http://ell.stanford.edu/content/six-key-principles-ell-instruction">http://ell.stanford.edu/content/six-key-principles-ell-instruction</a>

The Oxnard English Learner Master Plan describes how we identify, serve and support thousands of students who initially enroll in the Oxnard schools with limited proficiency in the English language. The plan sets forth six goals for this work:

- 1. English Learner programs will be fully implemented.
- 2. Parents of both active English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
- 3. English Learners will master the English language as efficiently and effectively as possible.
- 4. English Learners will achieve academic success comparable to English Only (EO) students.
- 5. English Learners and RFEP students will be at no greater risk for school failure than EO students.
- 6. Students enrolled in alternative programs will master language skills in English and another language.

Staff should frequently consult this plan to ensure consistency in the delivery of the highest quality of services to English Learners and their families. The plan is published simultaneously in hard copy and on the district website and will be translated into all appropriate languages. Unique features include links that provide instant access to all district English Learner forms and form letters.

#### **Purpose of the Master Plan**

This plan is based on state and federal laws, district board policies, research, and the input from stakeholders who worked from September 2014 to June 2016 to ensure that the very best pedagogy, practice and procedures for English Learners will be used in the Oxnard schools. As such, it should be relatively accessible and efficient for schools and the district to demonstrate compliance with laws and policies that have been put into place to safeguard English Learner student access to programs in response to their needs. It is our expectation that all staff will implement this plan with fidelity, will monitor its outcomes, and will contribute to its revision and improvement over time. In this way, the Oxnard School District will ensure that programs and services for English Learners will be of the highest quality.

#### **Master Plan Development Collaborative Process**

The Oxnard School District English Learner Master Plan was developed through the dedicated effort and collaboration of district teachers, administrators, support staff, and parents. We greatly appreciate the guidance, support, and time they gave to provide input. We are indebted to the Oxnard School District's Board of Trustees: Deborah Cordes, Ernie Morrison, Monica Madrigal Lopez, Verónica Robles-Solis, and Denis O'Leary. We thank them for their vision, support, and commitment to the children of Oxnard.

We thank all who dedicated their time and insight to the development of our Master Plan by participating on the Oxnard English Learner Master Plan Advisory Committee, from September 2014 to June 2016. The new Oxnard English Learner Master Plan was revised through input from stakeholders, which included administrators, school staff, ELAC and DELAC during the 2017-2018 school year.

## Oxnard Community Expectations for Implementation of the EL Master Plan

All of the District's decisions and actions are rooted in core beliefs about student achievement; what defines student success and the necessary components. The values listed below reflect the

mindset of District leadership, educators, employees, and program partners. All stakeholders are expected to embody and instill them in students.

#### Student Success

Oxnard School District strives to equip all students, children, and adults with the academic, social, and emotional skills necessary for success.

#### **Quality Instruction**

Oxnard School District believes common core curriculum, data tracking and analysis drive student achievement and empowers educators to innovate and collaborate to identify best practices for culturally and linguistically diverse students. Rigorous training, support, and development for educators strengthen teacher effectiveness and accelerate student achievement.

#### Collective Ownership

Oxnard School District believes all stakeholders are fundamental to creating and maintaining safe and effective learning environments. Stakeholders in Oxnard School District include teachers, coaches, curriculum leaders, school principals, district administrators, parents, and community members. In order to provide every student with a high-quality education, Oxnard School District relies on continuous participation and feedback from stakeholders.

#### High Expectations

Oxnard School District believes that every student can succeed at a high level and expects them to excel in the classroom, in a career, and in life. Similarly, the District expects all stakeholders to operate at the highest level and to continuously seek out the best strategies to ensure success.

#### Accountability

The Oxnard School District is dedicated to a culture of transparency and maintaining open lines of communication. Oxnard School District recognizes that data and metrics are essential for effective decision-making.

#### Leadership

Oxnard School District is committed to developing classroom, school, and community leaders with the vision and skill set to execute the District's mission.

#### **Diversity**

Oxnard School District celebrates the diversity of the Oxnard community and values the strength in varying perspectives, beliefs, and backgrounds.

In the Oxnard School District, we embrace collective ownership of our ELs and take full responsibility for their success. Every stakeholder group has an opportunity and responsibility to ensure that our ELs are successful and achieve expected goals. Our District looks to best practices and cutting-edge innovations to help prepare ELs for the 21st century.

The Oxnard School District will conduct an annual review of the plan to ensure that adherence to current federal and state requirements are met. Professional development for district/site leadership, teachers, staff, and parent leadership organizations will be an integral part of the annual review. Additionally, district leadership is committed to providing administrators with guidelines, procedures, tools, and support for the implementation and monitoring of programs for English Learners.

#### District Infrastructure for Local Accountability and Responsibility

The District infrastructure allows for ensuring that ELs in Oxnard School District receive increased or improved services, in addition to core services in order to bolster language and literacy development. The district leadership intends to incorporate the recommendations from California's *ELA/ELD Framework* (Chapter 11 - Figure 11.7, pp. 992-993) which provides a Sample District-wide Plan for Monitoring ELD Progress outlining local accountability and responsibility for monitoring and supporting the ELD progress of ELs. All district personnel are responsible for the education of English Learners and for the success of EL programs. As such, designated roles are under the auspices of the Superintendent and Assistant Superintendent, Educational Services. The Executive Director of English Learner Services provides district-wide leadership and consults with the Superintendent and Assistant Superintendent, Educational

Services to coordinate services. District-wide decision-making and support systems address the education of English Learners as a priority and as such all Directors are responsible for supporting ELs in Oxnard School District. See Chapter 9 for additional information about collective responsibility for program implementation and monitoring.

#### **State and Federal Guidelines**

This Master Plan ensures the proper identification, program placement and instructional program, assessment, monitoring and reporting of students whose primary language is other than English. Additionally, the plan ensures that parents and guardians of English Learners are informed of the placement of their children in an English-language classroom. Parents of ELs are provided timely information in their primary language about student assessment and progress while being afforded opportunities for collaboration and engagement in decision-making and support roles. This Master Plan provides equal access to education for ELs in accordance with all federal and state laws, court decisions, and California State Board of Education regulations that define the requirements for educational services for ELs and immigrant children and youth.

Our district has the responsibility for and is committed to ensuring that we meet these requirements at every school site in order to provide quality, equitable instruction for English Learners, simultaneously complying with legislation and rulings pertaining to educational services for ELs.

### Chapter TWO

# Identification, Assessment and Placement



#### **Chapter 2: Identification, Assessment and Placement**

#### **Overview of Chapter 2**

This chapter details Oxnard School District's policies and procedures for initial identification, assessment and student placement in order to ensure the implementation of consistent and compliant processes. Specific information regarding types of English Learners and transfer students is provided, along with a description of professional development for staff and administration on initial identification, placement and parental rights/informed consent.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

#### II-EL 06: English Learner Identification and Assessment

- 6.1 A home language survey (HLS) must be used at the time of initial enrollment to determine the student's primary language. (5 CCR §§ 11510(k), 11511(a)
- 6.2 Within 30 calendar days of initial enrollment, each student whose home language is other than English, as determined by the HLS, must be assessed for English proficiency by means of the current California English language proficiency assessment. The assessment conducted must follow all of the publisher's instructions. (5 *CCR* §§ 11307(a), 11511.)
- 6.3 Each LEA must annually assess the English language proficiency and academic progress of each English learner. (EC §§ 313, 60810) (5 CCR § 11306.) \*
- 6.4 All currently enrolled English learners must be assessed for English language proficiency by administering the California English language proficiency assessment during the annual assessment window. (EC §§ 313, 60810) (5 CCR § 11511(b).)
- 6.5 Each English learner on an active Individual Education Plan (IEP) or Section 504 plan must be annually assessed for English language development using the accommodations, modifications, or alternate assessments for the current California English language proficiency assessment if specified in the pupil's IEP or Section 504 Plan. (5 *CCR* § 11516.5)
- 6.6 Each LEA must identify all immigrant children and youth (ages 3 through 21), who were not born in any State and have not attended school in any State for more than 3 full academic years. (20 U.S.C. § 3301(6), (14).

#### **Identification, Assessment and Placement**

The Oxnard School District (OSD) process for initial identification and placement of students into an appropriate instructional program is shown in Figure 2.1 and is explained in detail below. This process has been adopted to ensure that there is consistency in enrollment procedures, including assessment, information given to parents concerning program options, and placement of students in appropriate programs based on assessment results and parental choice. Student enrollment (EL-01 Student Registration Card) and assessment take place at the District Enrollment Center, where bilingual staff members are available to meet with parents. The center will serve all newly enrolling students.

#### Step 1: Registration, Including Completion of the Home Language Survey

Parents take their child to the District Enrollment Center in order to enroll in school. At the center, all parents complete a Home Language Survey (HLS) (EL-02 Home Language Survey Form), as required by state law. This survey is completed the first time the parent enrolls the child in the district, and the results are maintained thereafter in the district's student information system and the English Learner folder in the child's cumulative record (CUM).

If the answers to Items 1, 2, 3 and 4 on the HLS are "English", the child is classified as English Only or EO. The parent is notified of the results and is given an explanation of the placement options (EL-03 Initial Parent Notification of Student Placement Form) open to the student. Parents of EO students may also apply to participate in the district's Dual Language program.

If Item 1, 2 or 3 on the HLS is answered with a language other than English, the child is tested for English proficiency.

If *only* Item 4 on the HLS is answered with a language other than English, the Enrollment Center staff must determine whether to continue with assessment of English or to identify the student as English Only without such assessment. If an informal student assessment of English indicates that the child might be an English Learner, the child may be assessed with the ELPAC (English Language Proficiency Assessments for California).

#### **Step 2: English Language Proficiency Assessment**

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home, the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment. However, in the Oxnard School District, this assessment will be accomplished as soon as possible, preferably within a day or two of enrollment. Trained personnel in the Enrollment Center assess the student's English language proficiency during the enrollment process, preferably on the date of registration. Every effort will be made to make the enrollment and initial assessment process as convenient as possible for parents and children. (See section on Kindergarten registration, which is an exception to this statement depending on enrollment date).

The assessment used to determine initial English proficiency is the state required assessment, ELPAC. The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four areas: Listening, Speaking, Reading, and Writing. The child receives a score for each part of the test as well as an overall proficiency score. The score types include: raw score, scale score and proficiency level.

For initial identification of TK-K students enrolling prior to July 1, an internal district approved assessment is used to determine language proficiency. After July 1, new enrollees are assessed with the ELPAC.

Enrollment Center staff calculates a preliminary score for the purpose of determining the default program and placement options. These results are communicated to the parent on the Parent Notification of English Language Testing Form (EL-03 Initial Parent Notification of Student Placement Form). The assessment results are entered in the student data system and maintained in the student's English Learner folder inside the CUM folder for future use in monitoring of student progress and program evaluation.

If an Individual Education Plan (IEP) states that a student is unable to take all or part of the ELPAC, the student will be given an alternative assessment in accordance with California Department of Education (CDE) regulations.

On the basis of the English language assessment, students are classified as either Initial Fluent English Proficient (IFEP) or English Learner (EL).

- *IFEP Students* —The parents of IFEP students are informed of the results and given the same program options as those given EO students: the default program is English Language Mainstream or the parent may request enrollment in the Dual Language Program. (See Chapter 3 for descriptions).
- English Learners proceed to primary language assessment (see Fig. 2.1)

#### **Step 3: Primary Language Assessment**

An initial assessment of the English Learner's primary language is conducted as soon as possible after the completion of the English language assessment as part of the enrollment process. Whenever possible, a primary language assessment is conducted by a trained person fluent in the student's primary language. Results of the primary language assessment are placed in the student's English Learner folder and entered in the district student information system. The results are used to determine the student's level of literacy development in the primary language, and support the identification as an English Learner. The results of the Home Language Survey, the primary language assessments and any other information related to prior schooling, including transcripts, if available, are used to determine the degree of English proficiency and the program placement options.

#### **Step 4: Parent Notification of Results**

Upon completion of the testing, a meeting is held with the parents to notify them of the results, provide them with a description of the default program placement, explain available program options and discuss the benefits of each. This information is also provided to parents on a Parent Notification of Primary Language Test Form (EL-03 Initial Parent Notification of Student Placement Form), in a language understandable by the parent.

Parents who wish to place their English Learner child in an alternative program of primary language instruction, rather than in a program taught overwhelmingly in English, may request such instruction. This information is provided orally and in writing. The *alternative program option* for English Learners is:

• Dual Language Program<sup>1</sup>

#### **Step 5: Initial Program Placement**

The following process is used to assist parents in choosing the most appropriate program for the English Learner. Chapter 3 provides detailed descriptions of each instructional program option.

If a child is *reasonably fluent in English* a suggested placement option is the *English Language Mainstream Program*. These students are taught in English and have full access to standards-based curriculum and materials at grade level.

A student is reasonably fluent in English if the:

- 1. Student's *overall* proficiency level is Early Advanced or higher on the ELPAC.
- 2. Proficiency in *each* skill area is Intermediate or higher. The skill areas are Listening, Speaking, Reading, and Writing.

If a child's proficiency level is *less than reasonably fluent* in English by the above criteria, then the suggested placement is the *Structured English Immersion program (SEI)*. In SEI, the instruction is nearly all in English. Key program components for SEI include: Designated English Language Development, Integrated English Language Development (content instruction utilizing specially designed academic instruction in English-SDAIE), and primary language support (see Chapter 3 for information on primary language support). For EL students who have recently arrived in the country, OSD offers Newcomer Programs in grades 3-5 and 6-8 (see Chapter 3 for detailed descriptions).

The EL student is assigned to the program decided on by the parent. If the parent prefers an alternative program, then the parent may request such program and a DLI form is completed by the parent.

.

<sup>&</sup>lt;sup>1</sup> Refer to the Dual Language Program Handbook.

If a parent elects to have the child who is *reasonably fluent* placed in the English Language Mainstream program rather than in an Alternative program model, no waiver request is necessary and the district will honor the parent's informed preference.

Once the official ELPAC results have been received, the parent is notified with the Initial Assessment Results Parent Notification of the official initial identification results. This written notification is in English and in the student's primary language. A copy of this notification is placed in the student's English Learner file in the CUM.

#### HLS indicates English only on Step 1 Language Classification questions 1, 2 and 3 EO - English Only Parent goes to District Enrollment Notify the parent and explain options: Center for registration. Completes **English Language** the Home Language Survey (HLS) HLS indicates a language Mainstream (default other than English on placement) **Dual Language** question 4 only. Use informal Enroll student in the appropriate assessment to determine HLS indicates language other than program and enter into district language classification student information system English on questions 1, 2 and 3 **ELPAC** score is Step 2 Early Advanced/ Bridging Language Classification (Level 4) **ELPAC** administered and scored during Or Advanced/Bridging the enrollment process Notify the parent and explain (Level 5) options: AND English Language Intermediate/ Expanding Mainstream (default **ELPAC** score is (Level 3), Early Advanced/ placement) Beginning/Emerging (level 1), Early Bridging (Level 4) or **Dual Language** Intermediate /Emerging(level 2), or Advanced/ Bridging Enroll student in the appropriate intermediate/Expanding (level 3) program, according to parent's (Level 5) on all OR preference and enter into district Early Advanced / Bridging (level 4) or CELDT/ELPAC sub-tests student information system Advanced/ Bridging (Level 5), and at least 1 subtest score Beginning /Emerging(level 1) Early Intermediate /Emerging (level2) Step 3 Step 5 Language Classification **Program Placement** Step 4 Classify as English Learner (EL) Place child in an appropriate **Parent Notification** Assess for primary language program based on parent's Notify parents of language proficiency but within 90 days decision and complete the classification and explain all program of enrollment program placement form For transfer students, review If student will participate in an o Structured English Immersion available information to alternative program, sign waiver o Newcomer determine prior program form and place in cum o English Language Mainstream placement and academic Notify school student's placement o Alternative Bilingual progress Newcomer placement requires Determine the default program approval from ELS Department placement

**Figure 2.1 Initial Identification Process** 

#### **Program Placement vs. Classroom Placement**

One classroom setting may provide different students in the class with different instructional *program* options. More than one *program* may exist within a given *classroom*. For example, a classroom may provide English Only and Fluent English Proficient students with a English Language Mainstream (ELM) program of instruction while providing English Learners enrolled in the class with a program of Structured English Immersion (see Chapter 3 for program descriptions).

Throughout this document, when the text refers to a classroom (for example, "Structured English Immersion classroom) it means a classroom in which the program exists. It does not mean that the classroom is exclusively dedicated to that program.

When more than one program exists within a classroom, it is extremely important that students are clearly identified by program, and that they receive the services appropriate to that program. This requires differentiation of instruction and of activities within the classroom, and careful monitoring to ensure that the guidelines for each program are followed.

### Transitional Kindergarten/Kindergarten Registration, Assessment and Placement

A special process is used for assessing an incoming Transitional Kindergarten/Kindergarten (TK/K) child's language proficiency at the beginning of each school year. TK/K registration begins in January through March of the school year preceding the child's entrance into TK/K. At registration, the HLS (EL-02 Home Language Form) is completed. If the HLS indicates that a language other than English is spoken, the child is assessed for primary language proficiency using an internal district approved assessment. In addition, the parent is given a testing appointment during the district's official assessment period for ELPAC which begins in July. A district team completes ELPAC and primary language testing for TK/K children. The same procedures for parent notification and program placement apply.

#### **English Learner Typologies**

Initial identification processes and ongoing monitoring are critical in the identification of program placement for English Learners. There are five distinct groups of English Learners in the Oxnard School District, the majority of which are Spanish speakers:

- 1. Newly arrived ELs with adequate formal schooling;
- 2. Newly arrived ELs with limited formal schooling;
- 3. Long Term ELs (6 years or more as ELs);
- 4. ELs who are meeting benchmarks and making expected progress toward language and academic goals;
- 5. ELs who speak languages other than Spanish, including indigenous language groups, and who have the characteristics of groups 1–4.

Programs will be adapted to meet the needs of students in each of these groups as discussed below. More information about instructional program options is provided in Chapter 3.

#### **Newly Arrived English Learners with Adequate Formal Schooling**

These students may or may not have had some exposure to the formal study of English; however, they have had a formal educational program in their native country, and many have the knowledge background that supports them in their content instruction in English.

At the elementary school level, these students are likely to have an adequate background in the core academic subject areas, with the exception of English Language Arts. The typical placement might be in a Transitional Bilingual Education (TBE) program (especially for students at ELPAC levels 1–3), where they will be assisted to transfer their primary language literacy and core academic skills to English. For optimal development of their primary language literacy, a Dual Immersion placement would be indicated.

At the intermediate school level, students functioning at ELPAC levels 1 and 2 may be candidates for placement in the Newcomer Program. Students functioning at ELPAC level 3 and above in intermediate schools will need:

- Designated English Language Development: Year-long leveled ELD and/or ELA with accommodations for language proficiency level.
- Integrated English Language Development: Academic content classes taught through Specially Designed Academic Instruction in English (SDAIE) with primary language support.

#### **Newly Arrived English Learners with Inadequate Formal Schooling**

Immigrant students with little or no prior schooling typically score at the beginning level of reading and writing in their primary language, and have low skill levels in other subject areas as well. Many students arrive with interrupted schooling in their native country and lack the background knowledge necessary for success in a grade level academic program. These students need an academic program that will address their English language development needs. The Newcomer Program is appropriate for these students.

At the elementary school level, appropriate grade level placement with leveled Designated ELD is critical. An SEI program placement is preferred. Placement in a dual language program is a parental option for students in this group.

In intermediate school, students in this category will need an academic program that includes a Designated English Language Development year-long leveled course and Integrated ELD courses in the core.

# **Long Term English Learners**

A Long Term English Learner (LTELs) is defined as an English Learner in any of grades 6 to 12 who has been enrolled in a U.S. school for six years or more, has remained at the same English language proficiency level for two or more consecutive years as determined by the CELDT/ELPAC, and scored *Not Met* or *Nearly Met* on the English-Language Arts (ELA) standards-based achievement test. (EC 313.1).

Some English Learners may be *at-risk of becoming a Long Term English Learner*, defined as an English Learner who has been enrolled in a U.S. school for 4 to 5 years in any of grades 3 to 12,

scores at the intermediate level or below on the CELDT/ELPAC, and scores in the fourth year at the *Not Met* or *Nearly Met* level on the ELA standards-based achievement test.

This group of students must be provided with instructional programs that include specialized English Language Development instruction and accommodations for the student's level and need for linguistic and academic development. Some may be assigned to formal interventions that address both language and academic needs. Typically, this group of students is enrolled in ELM or SEI instruction in the core academic subjects, provided by an appropriately credentialed teacher with English Learner or Bilingual Authorization.

# English Learners Who Are Meeting Academic and English Language Development Benchmarks

These students are typically showing expected growth on the state standardized language assessments and are scoring *Met* or *Nearly Met* on the standardized academic achievement tests (third grade and up) or meeting benchmarks on district established literacy and numeracy benchmarks.

In the elementary grades, these students should move along a pathway leading to the English Language Mainstream setting. Some will begin in SEI, with reclassification and assignment to ELM before promotion to intermediate school. Others will begin in a TBE program and achieve reclassification and movement to the ELM setting. Those who begin in Dual Language programs will typically remain in that program after reclassification.

In grades 6–8, students are offered a comprehensive English Language Development (ELD) program course sequence responsive to their language proficiency before making the transition into the more advanced, SEI or ELM courses. Student placement at a given ELD course level is based on initial assessment scores on the ELPAC, for new students or annual ELPAC scores. Each ELD level is flexible with respect to duration, in order to allow a student to move up a level during the year, when assessment results indicate the student is ready. Students who master the course content standards are promoted to the next proficiency level. Students may need to repeat a level until they meet requirements for transition to the next level. In order for students to develop

proficiency in English as rapidly as possible, they must be able to develop at their own pace, and must be able to move up ELD levels whenever necessary. They should not have to wait until the end of a semester or course in order to move levels. Change in ELD levels will be based on the following:

- ELPAC progress
- Classroom performance
- ELD curriculum-embedded assessments
- Teacher recommendation

Students who meet or exceed benchmarks, as evidenced by semester reviews and/or teacher recommendation, should be encouraged to accelerate to higher levels of ELD.

#### **Transfer Students**

#### Transfers Between Districts

Parent initiated Interdistrict Transfer (EL-06 Interdistrict Transfer Form) requests are made through the Educational Services Department. Data regarding the student's English Learner assessment history—current scores, current placement, records of academic progress, and interventions—are used to determine program placement when approving the Interdistrict Transfer Form.

#### Transfers from Other California Schools

Students transferring into the district from another district within the state often have records of a HLS (EL-02 Home Language Survey Form), scores on the mandated assessments including the CELDT/ELPAC, and an initial language status (EO, IFEP, EL). These students do not need to go through the Oxnard School District initial identification process. Additional assessments will be made when appropriate for each transferring student. If the parent provides the student's records, staff will use this information to make an appropriate placement. If not, staff will contact the former district in order to obtain information by fax or e-mail, or acquire the information from California Longitudinal Pupil Achievement Data System (CALPADS), the state student data system. Once records are obtained, the appropriate information is entered into the district's record keeping system. If these records cannot be acquired at the time of enrollment, English and primary language assessments proceed and the identification/notification/placement process is implemented per the

above description. The district of origin will be encouraged to expedite the process of sharing information by faxing the records or by providing information by telephone.

#### Transfers from Out of State or from Other Countries

The five-step language assessment, classification and placement process described above and shown in Figure 2.1 will be followed for students entering the district who are new to the state or from another country. The student's district enrollment date is entered into the student's records and the student database system as the date the student first enrolled in a California school and (when appropriate) the date the student first enrolled in a U.S. school. The student will be placed in the appropriate grade level based on age.

# Professional Development for Staff and Administrators on Initial Identification, Placement and Parental Rights/Informed Consent

The district will provide ongoing professional development for administrators and staff, on legal requirements and district procedures relating to the implementation of this English Learner Master Plan including:

- Initial identification
- Placement options and procedures,
- Parental rights and informed consent, including the Parental Exception Waiver process

Those who participate in the training include, but are not limited to, district and site administrators, teaching staff including special education teachers and staff, district Enrollment Center staff, staff members who work with English Learners' student records, office staff members responsible for registration, Teachers on Special Assignment, paraeducators, and other support staff as necessary. Training for site staff must take place annually prior to the opening of school and/or when new staff members have been employed.



# Instructional Program Options



# **Chapter 3: Instructional Program Options**

#### **Overview**

Chapter 3 provides information about Oxnard School District's instructional program options in grades TK-8, including key elements of each program. Information in this chapter is intended to guide the consistent implementation of programs that are reflective of research and evidence-based practices that provide opportunities for students in Oxnard School District to develop 21<sup>st</sup> Century academic, linguistic, and intercultural skills.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

#### **II-EL 07: Parent/Guardian Notifications**

II-EL 7. The LEA must provide notifications to parents and guardians.

7.3 For LEAs receiving Title III funds, within 30 days after the beginning of the school year (or during the school year, within two weeks of child being placed in a program), parents/guardians of initially identified English learners must be notified of: (a) Their child's initial English language proficiency level (b) How such level was assessed (c) Their child's language designation (d) Descriptions of program options, educational strategies, and educational materials to be used in different options, including the option to immediately remove a child from a particular program or choose another program or method of instruction, if available (e) Program placement (f) Exit criteria (g) For English learners on an active IEP, how such program will meet the objectives of the IEP (h) The expected rate of graduation from secondary school if funds under this part are used for children in secondary school. (20 U.S.C. §§ 6312, 7012.)

#### V. Staffing and Professional Development

#### V-EL 15: Teacher EL Authorization

V-EL 15. Teachers assigned to provide English language development and instruction in subject matter courses for English learners must be appropriately authorized. (20 U.S.C. §§ 6319 (a)(1), 6826 (c); EC § 44253.1, 44253.2, 44253.3, 44253.10; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

#### VI. Opportunity and Equal Educational Access

#### VI-EL 17: Language Program Options and Parent Choice

17.0 Language acquisition programs may include, but are not limited to, all of the following:

(a) School districts and county offices of education must, at a minimum, provide ELs with a structured English immersion (SEI) program. (EC § 305[a][2].) SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (EC § 306[c][3].)

- (b) Dual –language immersion programs that provide integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding (EC § 306[c][1].)
- (c) Transitional or developmental programs for ELs that provide instruction to students that utilizes English and a student's native language for literacy and academic instruction and enables an EL to achieve English proficiency and academic mastery of subject matter content and higher order skills, including critical thinking, in order to meet state-adopted academic content standards. (EC § 306[c][2].)
- 17.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. "Language acquisition programs" refers to educational programs designed to ensure English acquisition as rapidly and as effectively as possible and provide instruction to students on the state-adopted academic content standards, including the ELD standards. The language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language (EC § 306(c).)
- 17.2 School in which the parents or legal guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible, based upon the requirements in Section 305. (EC § 310[a].)

The Oxnard School District is committed to providing English Learners with a challenging core curriculum and instruction that develops proficiency in English as rapidly and effectively as possible in order to assist students in becoming productive members of our society. Board Policy 6174 states that "the district's program shall be based on sound instructional theory and shall be adequately supported so that English Learners can achieve results at the same academic level as their English-proficient peers in the regular course of study".

The district will offer the following program options to English Learners: (1) English Language Mainstream, (2) Structured English Immersion, (3) Newcomer Program offered to students with less than 12 months in the U.S. (4) An alternative biliteracy program for English Learners, Dual Language Education (DL). Each of these options is designed to ensure that students acquire English language proficiency. All options contain the following required components:

- Well-articulated, standards-based, differentiated Designated English Language Development (ELD) instruction.
- Well-articulated, standards-based, differentiated instruction in the core curriculum and Integrated English Language Development instruction.
- Culturally and Linguistically Responsive Teaching that validates and values students' cultural and linguistic heritage (see CA ELA/ELD Framework, Chapter 9).

# English Language Mainstream Program, Grades TK - 8

The English Language Mainstream program is an optional placement for students with "reasonable fluency". The classroom may also contain English Only students, Fluent English Proficient students, and some English Learners with "less than reasonable fluency" whose parents have requested this placement. The English Language Mainstream program is one in which English Learners continue to learn English and at the same time have full access to standards-based curriculum and materials at grade level designed for the native English speaker. Table 3.1 provides specific information about students served, program components and staffing.

Table 3.1 English	h Language Mainstream Program, Grades TK-8	
<b>Students Served</b>	Program Components for ELs	Staffing
EL LTEL IFEP RFEP EO	<ol> <li>DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT         <ul> <li>Transitional Kindergarten-K: 30 minutes daily of Designated English Language Development instruction at the students' English proficiency level.</li> <li>Gr. 1 – 5: Minimum 45 minutes daily of Designated English Language Development instruction at the students' English proficiency level. Teaming for ELD is required to meet student needs based upon ELD levels<sup>2</sup>.</li> <li>Gr. 6-8: One period daily, leveled according to students' English proficiency level OR as a</li> </ul> </li> </ol>	<ul> <li>Multiple or Single         Subject Teaching         Credential (Appropriate         subject matter         authorization).</li> <li>English Learner         Authorization required         (e.g. CLAD - Cross-         cultural, Language and         Academic         Development) SB 395,         SB 1969, or equivalent.</li> </ul>
Support Options for I	designated part of their English Language Arts class  2. ACCESS TO CORE  a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT Gr. TK-8: Grade level content instruction in reading, writing, math, science, and social science delivered through Integrated ELD using specially designed academic instruction, utilizing state-approved, district-adopted, standards-aligned materials.  b. PRIMARY LANGUAGE SUPPORT Primary language support to motivate, review, clarify, direct, and explain, provided according to student need and as staffing allows.  English Learners in English Language Mainstream Programs:	OR  Bilingual Authorization, BCLAD (Bilingual Cross-cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.

- Tutoring
- Before and/or after school intervention programs
- Primary language support, as needed
- Migrant Education support, if eligible

# Structured English Immersion Program

Structured English Immersion (SEI) is an optional setting for English Learners with "less than reasonable fluency" as determined by the criteria set forth in Chapter 2. SEI is defined by the state as an English language acquisition process for young children in which nearly all classroom instruction is in English but with curriculum and presentation designed for children who are learning the language. The goal of the program is acquisition of English language skills so that the

<sup>&</sup>lt;sup>2</sup> ELD groups consist of students at the same level or "one level plus".

English Learner can succeed in an English-only mainstream classroom. Nearly all instruction in this program is in English.

SEI requires the teacher to make instruction comprehensible for students using materials and strategies designed for students learning English. The SEI setting is designed to normally not exceed one year. It is an accelerated program of English language development. Students may continue in an SEI setting until they meet the criteria for "reasonable fluency" as defined in Chapter 2. The SEI setting may take place within the English Language Mainstream classroom. Table 3.2 provides specific information about students served, program components and staffing for grades TK–5 and Table 3.3 provides detailed information for Intermediate level students (grades 6-8).

Table 2 2 Strongtones In	aliah Imama anai an	Duoguana	Cwodos TV 5
Table 3.2 Structured En	9HSH IMMersion	Ргоугин.	(Trade)   N=5
I able 5.2 Structured Em		T I UEI HILL	GIRACO III

<b>Students Served</b>	<b>Program Components for ELs</b>	Staffing
EL with less than "reasonable fluency"	<ol> <li>DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT         <ul> <li>Transitional Kindergarten- K: 30 minutes</li> <li>daily of Designated English Language Development instruction at the students' English proficiency level.</li> <li>Gr. 1 – 5: Minimum 45 minutes daily of Designated English Language Development instruction at the students' English proficiency level. Teaming for ELD is required to meet student needs based upon ELD levels<sup>3</sup>.</li> </ul> </li> <li>ACCESS TO CORE         <ul> <li>INTEGRATED ENGLISH LANGUAGE DEVELOPMENT</li> <li>Gr. TK-5: Grade level content instruction in reading, writing, math, science, social science, and visual performing arts delivered through Integrated ELD using specially designed academic instruction utilizing state-approved, district-adopted, standards-aligned materials.</li> <li>PRIMARY LANGUAGE SUPPORT Primary language support to motivate, review, clarify, direct, and explain, provided according to student need and as staffing allows.</li> </ul></li></ol>	<ul> <li>Multiple or Single Subject Teaching Credential (Appropriate subject matter authorization).</li> <li>English Learner Authorization, CLAD (Cross-cultural, Language and Academic Development), SB 395, SB 1969, or equivalent.</li> <li>OR</li> <li>Bilingual Authorization, BCLAD (Bilingual Cross- cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.</li> </ul>

Support Options for English Learners in SEI Programs:

- Tutoring
- Before and/or after school intervention programs
- Primary language support, as needed
- Migrant Education support, if eligible

<sup>&</sup>lt;sup>3</sup> ELD groups consist of students at the same level or "one level plus".

Table 3.3 Stru	ectured English Immersion Program, Grades 6-8	
Students Served	Program Components for ELs	Staffing
EL Emerging thru Expanding ELPAC Levels (CELDT Levels 1-3)	<ol> <li>DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT Gr. 6-8: One period daily, leveled according to students' English proficiency level</li> <li>ACCESS TO CORE         <ol> <li>INTEGRATED ENGLISH LANGUAGE</li> <li>DEVELOPMENT - Use of SDAIE methodology to deliver standards-based instruction and differentiate instruction</li></ol></li></ol>	<ul> <li>Multiple or Single Subject Teaching Credential (Appropriate subject matter authorization).</li> <li>English Learner Authorization, CLAD (Cross- cultural, Language and</li> </ul>
EL Expanding and Bridging ELPAC Levels (CELDT Levels 4-5)	1. DAILY DESIGNATED ENGLISH LANGAUGE DEVELOPMENT  a. Gr. 6-8: Daily ELD, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class  2. ACCESS TO CORE  a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT - Use of SDAIE methodology to deliver standards-based instruction and differentiate instruction i. ELA course: 1 period ii. Math, Social Studies and Science courses: 1 period each	Academic Development), SB 395, SB 1969, or equivalent - Bilingual instructional assistant to provide primary language support when needed OR
LTEL <sup>4</sup>	b. PRIMARY LANGUAGE SUPPORT Primary Language support as needed  1. DAILY DESIGNATED ENGLISH LANGAUGE DEVELOPMENT  a. Gr. 6-8: Daily ELD, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class  2. ACCESS TO CORE  a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT- Use of SDAIE methodology to deliver standards-based instruction and differentiate instruction in sheltered or mainstream  i. Specialized ELA course for LTELs according to whether they are less than 3 years below grade level or need further development of academic oral language and expository writing: 1 period  ii. Math, Social Studies and Science courses: 1 period each	Bilingual     Authorization,     BCLAD     (Bilingual Cross-cultural,     Language and     Academic     Development),     Bilingual     Certificate of     Competence     (BCC), or     equivalent.
	b. PRIMARY LANGUAGE SUPPORT Primary language support, as needed	

Support Options for English Learners in SEI Programs:

- Tutoring
- Before and/or after school intervention programs
- Primary language support, as needed
- Migrant Education support, if eligible

<sup>&</sup>lt;sup>4</sup> A Long Term English Learner is defined in EC 313.1 as an English Learner who meets the following:

Is enrolled in any of grades six to twelve;

Has been enrolled in schools in the United States for six years or more;

Has remained at the same ELP level for two or more consecutive years as determined by the CELDT/ELPAC; and

Scores Nearly Met or Does Not Meet on the English-language arts standards-based achievement test or any successor test

#### Newcomer Programs: Grades 3-8

Elementary newcomer students are assessed in the Enrollment Center to determine primary language proficiency. Those who demonstrate grade-level proficiency in Spanish may be placed into alternative bilingual programs based on parental option and program availability. The Elementary Newcomer Program provides newly arrived English Learners with a specialized environment where they receive an intensive English acquisition program while they learn about their new school environment, culture, and country. Through use of appropriate curriculum and methods, students are able to acquire basic comprehension and progress to the beginning and early intermediate levels/Emerging and Bridging of language proficiency, including academic language.

When forming classes for newcomers at the intermediate school level, it is important to group students by English fluency level for ELD and for core content classes whenever possible, taking into consideration students with minimal or significantly interrupted schooling experiences. The Department of English Learner Services is responsible for support, coordination and guidance on the implementation of Newcomer Programs.

Table 3.4 Elementary Newcomer Program, Grades 3-5							
<b>Students Served</b>	Program Components for ELs	Staffing					
Recent arrivals to the U.S. (within the past 24 months) with English at CELDT Level 1 or 2/ELPAC Emerging.	<ol> <li>ACCESS TO CORE AND ENGLISH         LANGUAGE DEVELOPMENT ELA/ELD         is the core of the academic day with systematic         instruction for a minimum of two hours.</li> <li>GROUPING Flexibility in grouping to enable         students to work at their English proficiency         level.</li> <li>PRIMARY LANGUAGE Primary language         support as needed.</li> <li>ASSESSMENT Frequent assessment, data         review, analysis and reflection to provide the         optimal experience for each student.</li> <li>CULTURAL PROFICIENCY Focus on         building cultural proficiency through use of         field trips and in-class presentations.</li> <li>Exit readiness based upon growth using         assessment data. Average enrollment of 12-18         months; maximum enrollment of two years with         some exceptions based on teacher         recommendation and ELS department approval.</li> </ol>	<ul> <li>Multiple Subject Teaching Credential.</li> <li>English Learner Authorization, CLAD (Crosscultural, Language and Academic Development), SB 395, SB 1969, or equivalent - Bilingual instructional assistant to provide primary language support when needed</li> <li>OR</li> <li>Bilingual Authorization, BCLAD (Bilingual Crosscultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.</li> </ul>					

Table 3.5 Intermediate Newcomer Program, Grades 6-8						
<b>Students Served</b>	Program Components for ELs	Staffing				
ELs with less than two years in the U.S.	1. <b>DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT</b> Minimum 1 period daily of Designated ELD instruction at the student's English Proficiency level. <sup>5</sup>	Multiple or Single Subject Teaching Credential (Appropriate subject matter authorization).				
	<ul> <li>2. ACCESS TO CORE <ul> <li>a. PRIMARY LANGUAGE DEVELOPMENT:</li> <li>Newcomer students who come with grade level literacy in Spanish have the option of enrolling in Spanish for Spanish Speakers, when available and feasible.</li> <li>b. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT <ul> <li>Newcomers participate in content area courses that provide access to the core curriculum using SDAIE instruction at their English proficiency level through integrated English Language</li> <li>Development. Additionally, they may participate in specific coursework that provides foundational knowledge of U.S. and California history, culture and schooling.</li> </ul> </li> </ul></li></ul>	English Learner     Authorization, CLAD     (Cross-cultural,     Language and     Academic     Development), SB 395,     SB 1969, or equivalent     Bilingual     instructional assistant     to provide primary     language support when     needed  OR				
	<ol> <li>GROUPING Students grouped by English language proficiency, with access to grade level core when appropriate.</li> <li>U.S. TRANSITION CURRICULUM Focus on facilitating student familiarization with culture in U.S. schools and adapting to school environments.</li> <li>ASSESSMENT Frequent assessment, data review, analysis and reflection to provide the optimal experience for each student.</li> <li>Exit readiness based upon growth using assessment data rather than a specific number of months; average enrollment of 12-18 months; maximum enrollment of two years with some exceptions based on teacher recommendation and ELS department approval.</li> </ol>	Bilingual     Authorization, BCLAD     (Bilingual Cross- cultural, Language and Academic     Development),     Bilingual Certificate of     Competence (BCC), or equivalent.  NOTE: Preference is for a teacher with Bilingual Authorization who desires to work with this population.				

Support Options for English Learners in Newcomer Programs:

- Smaller class sizes optimal no more than 25:1
- Tutoring and technology-based learning
- Migrant Education support, if eligible
- Outreach Specialist
- Newcomer Academy site TOSA

 $<sup>^{\</sup>rm 5}$  ELD groups consist of students at the same level, or "one level plus."

#### **Alternative Bilingual Program Options for Students**

The following model features instruction in English and another language, and are open to English Learners. Currently, all district alternative program classrooms offer bilingual instruction in Spanish and English.

This Master Plan provides for a Biliteracy Alternative program informed by research and aligned with national and state defined programs: Two types of Dual Language Education Programs: One Way Immersion and Two Way Immersion. Where feasible, the district will provide at least one Biliteracy Alternative Program at any grade, should there be 20 English Learners whose parents receive approval of a Parental Exception Waiver. The Department of English Learner Services monitors parental waivers across the district and coordinates with the Director of Pupil Services to support site administrators in this process. Parents choosing a model different from that offered in the school serving their child's attendance area may request an intra-district transfer to a school that offers the model they desire. Regular intra-district transfer procedures are followed to accomplish this transfer. These requests will be approved whenever feasible.

Dual Language Education Programs offer students the opportunity to become bilingual and biliterate by developing advanced language/literacy skills in two languages. Parents who select this program option will be informed of the long-term commitment in order to take advantage of the full benefits of a Dual Language program. The district commits to allowing the child to continue to be enrolled in the same type of program model whenever possible.

# Transitional Bilingual Program, Grades 1 – 3 (2018-19)

The goals of this program are to ensure that students (1) meet grade level content and performance standards; (2) develop skill and proficiency in reading at grade level in Spanish; (3) become fully proficient in English, including listening, speaking, reading and writing; and (4) successfully move to the English Language Mainstream program. Students may participate in the program through 3<sup>rd</sup> grade, and may start at any grade level, depending on the students' needs and most appropriate placement. Transitional Bilingual Programs will be offered at the Transitional Kindergarten level when feasible.

Students receive appropriate instruction and support in both Spanish and English. In this model, instruction in Kindergarten is approximately 70% in Spanish and 30% in English, with decreasing Spanish instruction and increasing English instruction each year. Spanish reading/language arts are provided in the early grades as a foundation for the development of English literacy (see Tables 3.6 and 3.7). However, some English literacy instruction begins in Kindergarten – as part of ELD. It will focus first on those English reading skills that are transferable from Spanish. Some content instruction is provided in Spanish, and transition to English occurs without sacrificing or delaying learning of the academic core. Students are expected to achieve reasonable fluency in English within 3 to 4 years. Upon exit from the Transitional Bilingual Program, students enter either the English Language Mainstream program or the SEI program, depending on whether or not they have achieved reasonable fluency. Tables 3.6 and 3.7 provide an overview of the program.

**Table 3.6 Transitional Bilingual Programs, Grades 1-3 (2018-2019)** 

Students Served	Program Components for ELs	Staffing
EL students with parent request	<ol> <li>DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT:         <ul> <li>a. Gr. 1 –3: Minimum 45 minutes daily of Designated English Language Development instruction at the students' English proficiency level. Teaming for ELD is required to meet student needs based upon ELD levels<sup>6</sup></li> </ul> </li> <li>ACCESS TO CORE - PRIMARY LANGUAGE INSTRUCTION (SPANISH): A Spanish language arts component, comparable to English language arts. Other content areas are taught in Spanish as specified in the Transitional Bilingual Program Matrix (see Table 3.7).</li> <li>ENGLISH LITERACY: English literacy and English Language Arts are components of Designated ELD and Integrated ELD. Beginning in TK or K, students are taught English literacy skills as referenced in the California ELD Standards and build from their Spanish literacy.</li> <li>ACCESS TO CORE - DIFFERENTIATED CONTENT AREA INSTRUCTION: Differentiated instruction in reading, writing, math, science, and social science delivered in Spanish or through Integrated ELD utilizing district-adopted materials and SDAIE. Designated content areas taught in Spanish or in English are specified in the Transitional Bilingual Program Matrix (see Table 3.7).</li> </ol>	Multiple Subject     Teaching Credential     Bilingual     Authorization, BCLAD     (Bilingual Cross- cultural, Language and     Academic     Development),     Bilingual Certificate of     Competence (BCC), or equivalent.

Support Options for English Learners in Transitional Bilingual Programs:

- Tutoring
- Migrant Education Support, if eligible
- Before and/or after school intervention programs
- Other appropriate services

<sup>&</sup>lt;sup>6</sup> ELD groups consist of students at the same level or "one level plus"

Table 3.7 illustrates the components of the Transitional Bilingual Program, including elements of time, content area instruction and the distribution on languages across the years.

**Table 3.7 Transitional Bilingual Programs, Grades 1-3 (2018-2019)** (based on Project M.O.R.E. – Eastman Model)

YEAR IN PROGRAM (possible grade-level alignment)	Benchmark ELD Level	Benchmark PRIMARY LANGUAGE Literacy Level	INSTRUCTION IN PRIMARY LANGUAGE	DAILY PERCENTAGE	INSTRUCTION IN ENGLISH*	DAILY PERCENTAGE
YEAR 2 Grade 1	Early Intermediate (ELPAC – Early Expanding) or above	Any	Spanish Language Arts History/Social Science Math	60%	Designated ELD PE, Art, Music Science/Health	40%
YEAR 3 Grade 2	Intermediate (ELPAC Exit- Expanding) or above	Grade 2 Literacy Level or Higher	Spanish Language Arts History/Social Science English Language Arts	40%	Designated ELD with emphasis on English Specific Skills Math PE, Art, Music Science/Health	60%
YEAR 4 Grade 3	Early Advanced (ELPAC Early Bridging) or above	Grade 3 Literacy Level or Higher	Spanish History/Social Studies	2%	Designated ELD with emphasis on English Specific Skills  English Language Arts with Integrated ELD  Math PE, Art, Music Science/Health History/Social Science	98%

<sup>\*</sup>For all grades, when instruction is shifted to English, primary language support can be provided during Integrated English Language Development for differentiated instruction in content areas.

**Grades 4-5 Students who have not reclassified,** exit to a Structured English Immersion Program or English Language Mainstream program. Primary language support and enrichment provided during Integrated English Language Development for differentiated instruction in content areas.

# **Primary Language Instruction vs. Primary Language Support**

#### **Primary Language Instruction**

Primary language *instruction* includes directed lessons and student participation in Spanish. This instruction makes use of grade-level materials in Spanish (textbooks, audio-visuals, electronic media, and internet resources, etc.) that include Common Core State Standards. Assignments and assessments are in Spanish.

For students in these programs, primary language instruction enables students to master grade level standards in the content areas while they are acquiring English. For students in the Dual Language Program, primary language instruction is both an avenue to meeting grade level standards and a means of continuing to build literacy in that language.

#### **Primary Language Support**

Primary language *support* is not the same as primary language instruction. It does *not* include directed lessons, assignments or assessments in Spanish. It may be provided within the English Language Mainstream or Structured English Immersion programs by a teacher who is bilingual, a trained bilingual paraeducator, or through the use of support materials in the primary language. This support is a means of increasing access to core curriculum taught in English, and of assisting the student to tap prior knowledge, transfer skills, use cognates, etc. Primary language support is used to motivate students, and also to clarify, direct, support, or explain concepts.

When daily primary language support cannot be provided by bilingual staff, teachers are encouraged to make use of various materials and resources to ensure that all primary language support tools are available to students. These may include cross-age bilingual tutors, parent or community volunteers, and occasional teaming with bilingual staff in the school. Classroom libraries should be stocked with age-appropriate bilingual dictionaries, including electronic translators, as well as fiction and non-fiction in primary language. Students should be encouraged to take home materials in the primary language that they can review with parents and other family members. Every classroom with English Learners should have some primary language support

| page **43** 

materials. In addition, when 15 percent or more of the school's students speak a single primary language other than English, schools must translate all notices, reports, statements or records sent to parents/guardians into that primary language (See Chapter 8).

#### **Dual Language Programs: One Way and Two Way Immersion**

Dual language is a form of education in which students are taught literacy and content in two languages; English and Spanish. The Dual Language Programs in Oxnard are based on current research and best practice. The Oxnard School District offers 2 different program models; a 50-50 Model and a 80-20 Model. Both DL Programs are enrichment models targeting the acquisition of academic proficiency in English and Spanish, together with mastery of grade level core content and performance standards. Students typically continue in the program after attaining proficiency in their second language. Ideally, students begin the program in Kindergarten and continue through Grade 8.

#### 50/50 Dual Immersion Program Grades K – 8

Table 3.8 outlines the percentage of time, content and language allocation in a 50-50 Model. The 50-50 Model maintains 50% in Spanish and 50% in English Kindergarten through 5th Grade. The 50-50 Model in the Oxnard School District is a simultaneous literacy model; students develop literacy at the same time. This requires careful design of the daily schedule and focused teacher collaboration to ensure students are receiving appropriate standards based instruction in each language.

At the Middle School level the percentage change in order to best meet the needs of students as they prepare to transition to high school. This table reflects that students will continue to develop proficiency in Spanish by receiving focused and rigorous instruction on high-level Spanish skills with the use of authentic Spanish Literature.

Table 3.8 describes the components of the 50/50 Dual Program, including elements of time, content area instruction and the distribution on languages across the day.

Table 3.8 Dual Language Immersion Education Program Matrix (50/50)					
YEAR IN PROGRAM (possible grade-level alignment)	INSTRUCTION IN PRIMARY LANGUAGE	DAILY PERCENTAGE	INSTRUCTION IN ENGLISH	DAILY PERCENTAGE	
YEAR 1 Grade K	Spanish Language Arts Spanish Language Development History/Social Science Math Corner	50%	Academic ELD English Language Arts Science Math	50%	
YEAR 2 Grade 1	Spanish Language Arts Spanish Language Development Science Math Corner	50%	Academic ELD English Language Arts History/Social Science Math	50%	
YEAR 3 Grade 2	Spanish Language Arts Spanish Language Development History/Social Science Math Corner	50%	Academic ELD English Language Arts Science Math	50%	
YEAR 4 Grade 3	Spanish Language Arts Spanish Language Development Science Math Corner	50%	Academic ELD English Language Arts History/Social Science Math	50%	
Year 5 Grade 4	Spanish Language Arts Spanish Language Development History/Social Science Math Corner	50%	Academic ELD English Language Arts Science Math	50%	
Year 6 Grade 5	Spanish Language Arts Spanish Language Development Science Math Corner	50%	Academic ELD English Language Arts Math History/Social Science	50%	
Year 7 Grade 6	Spanish Literature History/Social Science	40%	English Language Arts Science Math Academic ELD, if needed	60%	
Year 8 Grade 7	Spanish Literature and Composition History/Social Science	40%	English Language Arts Math Science Academic ELD, if needed	60%	
Year 9 Grade 8	Spanish Elective	40%	English Language Arts Math Science History/Social Science Academic ELD, if needed	60%	

#### 80/20 Dual Immersion Program Grade K-8

Table 3.7 outlines the percentage of time, content and language allocation at each grade. The 80-20 Model begins with 80% of the student day spent in Spanish and 20% in English. Each year the percentage changes until students reach 4<sup>th</sup> grade were the percentage becomes 50% in each language.

At the Middle School level the percentage change once again in order to best meet the needs of students as they prepare to transition to high school. This chart reflects that students will continue to develop proficiency in Spanish by receiving focused and rigorous instruction on high-level Spanish skills with the use of authentic Spanish Literature.

Table 3.9 describes the components of the 80/20 Dual Immersion Program, including elements of time, content area instruction and the distribution of languages across the day.

Table 3.9 Two Way Dual Language Immersion Education Program Matrix (80/20)					
YEAR IN PROGRAM (possible grade-level alignment)	INSTRUCTION IN PRIMARY LANGUAGE	DAILY PERCENTAGE	INSTRUCTION IN ENGLISH	DAILY PERCENTAGE	
YEAR 1 Grade TK/K	Spanish Language Arts History/Social Science Science Math	90%	Academic ELD/ELA Math Corner	20%	
YEAR 2 Grade 1	Spanish Language Arts History/Social Science Science Math	80%	Academic ELD/ELA Math Corner	20%	
YEAR 3 Grade 2	Spanish Language Arts History/Social Science Math	70%	Academic ELD/ELA Science with Integrated ELD	30%	
YEAR 4 Grade 3	Spanish Language Arts History/Social Science Science Math Corner	60%	English Language Arts  Academic ELD  Math with Integrated ELD	40%	
Year 5 Grade 4	Spanish Language Arts History/Social Science Science Math Corner	50%	English Language Arts  Academic ELD  Math with Integrated ELD	50%	
Year 6 Grade 5	Spanish Language Arts History/Social Science Math Corner	50%	English Language Arts  Academic ELD  Math and Science with Integrated ELD	50%	
Year 7 Grade 6	Spanish Language Arts History/Social Science	40%	English Language Arts  Academic ELD  Math and Science with Integrated ELD PE	60%	
Year 8 Grade 7	Spanish Literature & Composition History/Social Science	40%	English Language Arts Academic ELD, if necessary Math and Science with Integrated ELD	60%	
Year 9 Grade 8	Spanish Elective	20%	English Language Arts Math Science History/Social Science Academic ELD, if necessary	80%	

#### Dual Language Immersion Education Programs in Grades 6-8

In grades 6-8, students enrolled in Dual Language Programs are expected to meet grade level standards in both languages. Students typically continue in the program after attaining proficiency in their second language. Students take language arts/literature courses in both Spanish and English. Other coursework may be offered in either language or in courses taught in both languages (typically using a 50-50 language allocation).

# **Pathways to Biliteracy Awards**

Oxnard School District has designed Pathways to Biliteracy Awards to recognize the development of two or more languages and support students in preparing to meet the criteria for obtaining the <u>California State Seal of Bi-literacy</u>. Several pathway awards have been established at the elementary level and middle school level to acknowledge and encourage students to continue to develop language and literacy skills in two or more languages. See the Dual Language Handbook for specific criteria.

# **English Language Development (TK-8)**

English Language Development (ELD) is a component of *ALL* program options for English Learners (see Chapter 5 for a more extensive description of the Oxnard School District ELD program). ELD includes two ways to intentionally plan for language development instruction and is detailed in the California English Language Arts/English Language Development Framework as follows:

- 1. Integrated ELD is taught throughout the day and across disciplines. *All* teachers with ELs in their classrooms use the CA ELD Standards *in tandem with* the focal CA CCSS for ELA/Literacy and other content standards.
- 2. Designated ELD is a protected time during the regular school day, in which teachers use the *California ELD Standards* as the focal standards to build *into and from content instruction* in order to develop critical language skills ELs need based on their language proficiency levels.

(California ELA/ELD Framework, Chapter 2, pp. 106-108; 115-116)

The teaching of English within the program is based on the student's level of English proficiency. The purpose of the ELD component is to explicitly and intentionally teach English in order to develop a strong English language foundation in both social and academic settings. ELD also provides a foundation for literacy development (reading and writing) and a pathway leading to the California Common Core State Standards, English Language Arts (ELA) Standards. Both the ELD and ELA standards have the goal of assisting students to develop skills related to cognitive academic proficiency in English.

ELD instruction occurs daily for all English Learners until reclassified to fluent English proficient (RFEP). It is a systematic, explicit component of the English Learner's total educational program. There is no maximum amount of time that might be devoted to ELD. However, the following are the **minimum daily Designated ELD times**:

- Elementary school (Grades TK/K)- 30 minutes per day in addition to reading/language arts;
- Elementary school (Grades 1-5) 45 minutes per day in addition to reading/language arts;
- Intermediate school—1 period per day.

# **Commitment to Special Education Services: Primary and Secondary Programs**

English Learners have access to Special Education services just as all other students in the district. The process may begin with a careful review by the Student Study Team of all referrals. This review includes second language surveys, SST Referral forms, modifications and interventions, review of student records, verification of current hearing and vision testing, a parent interview and an interview with student, if age appropriate. This review is required to determine if Special Education assessment is needed and to determine if student performance is reflective of expected patterns of the student's second language acquisition, based on schooling and time in this country and that growth is being made. When it is determined that an English Learner needs to be assessed, testing will be initiated upon parent's written approval. When appropriate, assessments will be conducted in the primary language of the student, or English, or both, making certain that cultural and linguistic differences are taken into consideration when determining eligibility.

| page **49** 

Instructional decisions related to the student's language acquisition status must be described in the Individualized Education Program (IEP). When a student qualifies for Special Education Services, linguistically and developmentally appropriate goals and objectives are written based on the student's needs. The IEP will include goals that address English Language Development and goals that support access to the content areas through primary language instruction and/or support.

In Special Day Classes (SDC), the Special Education staff provides ELD instruction to the English Learner. Bilingual Instructional Assistants may be assigned to the program to provide direct support to English Learners with an IEP.

# **Gifted and Talented Education (GATE)**

Oxnard School District is committed to ensure equity in the Gifted and Talented Education (GATE) program. The district ensures equal access to all English Learners through its identification, referral process, and testing and teaching methodologies in its GATE program. It is the intent of the GATE program to place special emphasis on identifying students from varying backgrounds. Multiple criteria are employed to ensure that giftedness and talent are not overlooked as a result of a lack of English language proficiency or among students who may not be experiencing academic success. Students will be screened in grade 2 and tested through teacher and/or parent referral in grades 3 -8. GATE testing is conducted in Spanish and English. Site administrators and/or site designee GATE coordinators work with school staff and parents to inform all about the GATE referral process, testing process, and GATE services. All GATE requirements must adhere to the Federal Program Monitoring (FPM) regulations and OSD Board policies.

# Chapter FOUR

# Monitoring of Student Progress and Reclassification



# **Chapter 4: Monitoring of Student Progress and Reclassification**

#### **Overview**

Chapter 4 provides information about state and district assessments used in Oxnard School District to monitor English Learner's academic and linguistic progress toward meeting benchmark expectations. Standardized and curriculum-embedded assessments are identified and described for grade level spans and instructional program types. This chapter also provides information about the district's Language Appraisal Team (LAT) and Reclassification processes and procedures.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

#### II-EL 06: English Learner Identification and Assessment

6.3 Each LEA must annually assess the English language development and academic progress of each English learner. (EC §§ 313, 60810) (5 CCR § 11306.)

6.4 All currently enrolled English learners must be assessed for English language proficiency by administering the current California English language proficiency assessment during the annual assessment window. (EC §§ 313, 60810) (5 CCR § 11511(b).)

6.5 Each English learner on an active individual Education Plan (IEP) or Section 504 plan must be annually assessed for English language development using the accommodations, modifications, or alternate assessments for the current California English language proficiency assessment if specified in the pupil's IEP or Section 504 Plan. (5 *CCR* § 11516.5)

#### **IV-EL 14: Reclassification**

IV-EL 14. The LEA must reclassify a pupil from EL to proficient in English by using a process and criteria that include, but are not limited to: (a) Assessment of English language proficiency (EC § 313(d)(1); 5 CCR § 11303(a).) (b) Comparison of student's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient students of the same age that demonstrate whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. (EC § 313(d)(4); 5 CCR § 11303(d).) (c) Teacher evaluation that includes, but is not limited to, the student's academic performance. "Teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. (EC § 313(d) (2); 5 CCR § 11303(b).) (d) Opportunities for parent opinion and consultation during the reclassification process. (EC § 313(d) (3); 5 CCR § 11303(c).)

# **Assessments Used to Monitor Student Progress**

The California English Language Arts/English Language Development Framework (2014) details two purposes for assessment: (1) Formative (assessment *for* learning) defined as the provision of "information about student learning minute-by-minute, day-to-day, and week-to-week so that teachers continuously adapt instruction to meet students' specific needs and secure progress" (CA ELA/ELD Framework, 2014 – Chapter 8, p. 822); and (2) Summative (assessment *of* learning) intended to "provide information on students' current levels of achievement after a period of learning has occurred" (CA ELA/ELD Framework, 2014 – Chapter 8, p. 823).

Oxnard School District monitors student progress at least annually, based on a set of state-mandated and district-adopted assessments. These assessments are used to determine English language proficiency as well as to evaluate students' academic performance. They include:

- State-mandated English language proficiency assessments; ELPAC
- State-mandated summative assessments for English Language Arts and Mathematics
- District-adopted summative and formative assessments aligned to Common Core State Standards (CCSS) for English Language Arts, Spanish Language Arts (for Transitional Bilingual Education and Dual Language) Mathematics, and the California ELD Standards for language proficiency

# **State-Mandated English Language Proficiency Assessments**

Districts are required by state and federal law (California Education Code [EC] 313 and 60810) to administer an annual assessment of progress in English language proficiency for all students who have been previously identified as English Learners. The current English language proficiency (ELP) assessment in California is the California English Language Development Proficiency Assessment (CELDT) and is aligned to the CA 1999 ELD standards. It assesses students in four domains: Listening, Speaking, Reading, and Writing. Federal and state laws require that California's ELD test be aligned with state-adopted ELD Standards. In California, the State Board of Education adopted revised ELD Standards in 2012. The CDE will replace the CELDT with a new ELP assessment system that will be aligned with the 2012 ELD Standards. California's new ELP assessment will be the English Language Proficiency Assessments for California (ELPAC),

projected to be fully operational by 2018. Table 4.1 details how and when the annual statemandated ELP assessments are administered in Oxnard School District.

Table 4.1 English Language Development Proficiency Assessments						
Assessments Instruments	Type	Grade Level and Type of Program	Description	Administration Time Line and Personnel		
English Language Proficiency Assessments for California	State- mandated  Initial Summative	TK – 8  Structured English Immersion (SEI)	Assess listening, speaking, reading and writing in English State-mandated	Initially: At registration: Legal allowance – within 30 calendar days from date of registration (Enrollment Center Staff)		
(ELPAC)		English Language Mainstream (ELM)  Dual Language (DL)	instrument	Annually: February - May (Classroom Teacher, Enrollment Center Staff)		

#### **District-Adopted Language Proficiency Benchmark Assessments**

Oxnard School District utilizes district-adopted formative and summative assessments to monitor students' language proficiency progress during each academic year. These assessments monitor English language acquisition for students in all English Learner instructional programs to ensure every student is on target for meeting district and state proficiency-growth expectations. In addition to English proficiency assessments, students enrolled in Dual Language (DL) programs are assessed on their Spanish language development progress. Table 4.2 specifies these assessments.

Table 4.2 English	Table 4.2 English and Spanish Language Development Proficiency Assessments					
Assessments Instrument(s)	Type	Grade Level and Type of Program	Description	Administration Time Line and Personnel		
English Standardized Language Proficiency Assessment	District-adopted Summative	TK - 8  SEI ELM TBE DL	Standardized Assessment of listening, speaking, reading, writing	Initial: For all new enrollees: Used as a diagnostic tool upon enrollment, if prior to July (Enrollment Center Staff)  Annually: Administered at a different time than the ELPAC assessment.		
Curriculum-embedded	District-adopted Summative and Formative	TK-8 SEI ELM TBE DL	Assess progress in listening, speaking, reading, and writing proficiency in English  Based on the use of district adopted ELD materials	On-going (Classroom Teacher)		
Local District Spanish Language Proficiency Assessment	District-adopted Summative	TK – 8 Dual Language	Local District assessments of listening, speaking, reading, writing  Provides diagnostic assessment of progress in DL programs and Spanish language proficiency	Initial: For all new enrollees - Used as a diagnostic tool upon enrollment (Enrollment Center Staff)  Annually: Two times per year Mid-year and End of Year (Classroom Teacher)		
Curriculum-embedded	District-adopted Summative and Formative	TK-8 DL	Assess progress in listening, speaking, reading, and writing proficiency in Spanish  Based on the use of Spanish core materials and CCSS	On-going (Classroom Teacher)		

#### **State-Mandated and District-Adopted Academic Achievement Assessments**

The California Assessment of Student Performance and Progress (CAASPP) assessment system was established as a result of the passage of California Assembly Bill 484 (2013). Student performance in grades 3-11 is assessed in ELA and Math using the Smarter Balanced Assessment Consortium (CAASPP) summative assessments. State-mandated assessments are taken by all students regardless of their language classification. However, English Learners who have been in the United States for less than 12 months are exempt from taking the ELA portion of the CAASPP assessment.

All students with disabilities participate in statewide assessments, with the exception of students who cannot achieve at or near grade level as identified by the members of the IEP Team (CA ELA/ELD Framework, 2014 – Chapter 8, p. 861). The California Alternate Assessments (CAAs) for English Language Arts (ELA) and Mathematics are given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA

items are aligned with alternate achievement standards, which are linked with the Common Core State Standards (CCSS) for students with significant cognitive disabilities. <a href="http://www.cde.ca.gov/ta/tg/ca/altassessment.asp">http://www.cde.ca.gov/ta/tg/ca/altassessment.asp</a>)

In addition to state-mandated assessments, district-adopted summative and formative assessments are given during the year to monitor students' academic progress in language arts and math. Curriculum embedded assessments in language arts are taken in English by English Learners in the Structured English Immersion (SEI), English Language Mainstream (ELM) and Dual Language programs, and in Spanish by students being instructed in Spanish reading in alternative program classrooms (see Table 4.3).

Table 4.3 English and Spanish Academic Achievement Assessments					
Assessments Instruments	Туре	Grade Level and Type of Program	Description	Administration Time Line and Personnel	
CAASPP (CAASPP) English	State-mandated Summative	3-8 Structured English Immersion (SEI) English Language Mainstream (ELM) Transitional Bilingual Education (TBE) Dual Language (DL)	On-line assessment system aligned to the Common Core State Standards (CCSS) English Language Arts Mathematics	Annually: Spring (Classroom Teacher)	
English Standardized Assessments	District-adopted	K-8 SEI ELM TBE DL	K-8 assessment allowing educators to screen and group students for targeted instruction, measure student growth, predict performance on CAASPP, and monitor achievement on CCSS	On-going: Typically 1x per trimester (Classroom Teacher)	
English Curriculum- embedded	District-adopted Summative and Formative	TK-8 SEI ELM TBE DL	Assess academic progress in designated content areas taught in English, according to program design (see Chapter 3, Instructional Programs)  Based on the use of core content stateadopted materials	On-going (Classroom Teacher)	
Spanish Curriculum- embedded	District-adopted Summative and Formative	TK-8 TBE DL	Assess academic progress in designated content areas taught in Spanish, according to program design (see Chapter 3, Instructional Programs)  Based on the use of core content standards based materials	On-going (Classroom Teacher)	

# **Use of Assessment Data for Instructional Planning**

Student assessment results are maintained in electronic form in the district student information system. This allows for rapid access to results in a variety of formats. This system also allows for the retrieval of information related specifically to the progress of English Learners, including enrollment patterns, language proficiency levels, instructional program placement, academic performance, and intermediate grade-level course assignments. This information is used for a variety of purposes, including (but not limited to) information that relates to reclassification and identification of students in need of a language and learning review to ascertain approaches for differentiated instruction.

Teachers use the core language arts and mathematics curriculum-embedded assessments to analyze student progress for planning differentiated instruction and to provide classroom interventions as appropriate. State-mandated English Language Proficiency data (ELPAC), supplemented by other standardized or curriculum-embedded language proficiency assessments, are used for instructional grouping in ELD at the elementary level, and student placement in ELD courses in the intermediate schools. Teachers use formative assessments in ELD to identify areas of progress, grouping needs and modification of instruction to meet individual needs. CAASPP results are used in conjunction with diagnostic tests in the language arts and mathematics curricula to identify students in need of interventions. Grade level and/or department teams regularly meet to examine student data, determine short-term needs, and plan instruction accordingly. These meetings may include assignment of English Learners to appropriate interventions. Site administrators are responsible to monitor progress for all students.

# Language Appraisal Team (LAT)

Each school site assembles a Language Appraisal Team (LAT) to monitor the progress of English Learners. The LAT can be an extended function of the Student Study Team (SST).

The LAT is responsible for providing oversight and guidance in the following areas:

- Monitoring and review of ELs language and academic development
- Reviewing overall and annual representation of ELs in special education services

- Reviewing EL instructional program placement, progress, and intervention
- Monitoring progress of RFEP students

#### **Language Appraisal Team Procedures**

Although the LAT can be an extended function of the Student Study Team (SST), there is specific attention to language and academic achievement of English Learners during meetings that focus on monitoring English Learner progress. The following prompts are included on the LAT form (EL 07 – Language Appraisal Team Monitoring Form), which serves as an extension of the SST Referral form:

- Type of EL program services
- Duration of EL program services
- Concerns specific to language development (primary language and English)
- In-classroom interventions specific to language development (current year and previous years)
- Comments or concerns documented from parent conferences/meetings
- Other factors: attendance, health, school history

Table 4.4 delineates recommended time frames for the site-level SST team to incorporate the LAT functions and identify action steps.

Table 4.4 Language Appraisal Team Procedures				
TIME FRAME	PURPOSE	POSSIBLE ACTION(S)		
Fall, Annually	Site LAT reviews the CELDT scores, benchmark assessment results, and classroom performance of all English Learners and identifies students not meeting growth expectations	Prioritize EL students that can be recommended for case analysis at a LAT meeting		
Quarterly, Schedule LAT Meetings	Use multiple data sources to analyze language and academic progress and program participation  Identify intervention or extended services	Recommend appropriate action and document next steps, including timelines and person(s) responsible  Review recommendation with		
	and/or analyze previously provided services	parents and seek parental input  All meeting notes and LAT discussion records are kept in the student's English Learner Folder		

# **Multi-tiered System of Supports and English Learners**

Oxnard School District uses Multi-Tiered System of Supports (MTSS) for data-based decision making, problem-solving, and professional development to focus on quality instruction, identify student instructional needs, continually monitor student progress, and provide evidence-based interventions. The LAT applies the MTSS model (see Figure 1) to enact the multi-level instructional system in order to maximize student achievement and to reduce behavioral problems (CDE, ELA/ELD Framework, Chapter 9, p. 913).

MTSS is defined as a whole-school, data-driven, prevention-based framework for improving learning outcomes for EVERY student through a layered continuum of evidence-based practices and systems (see Figure 1).

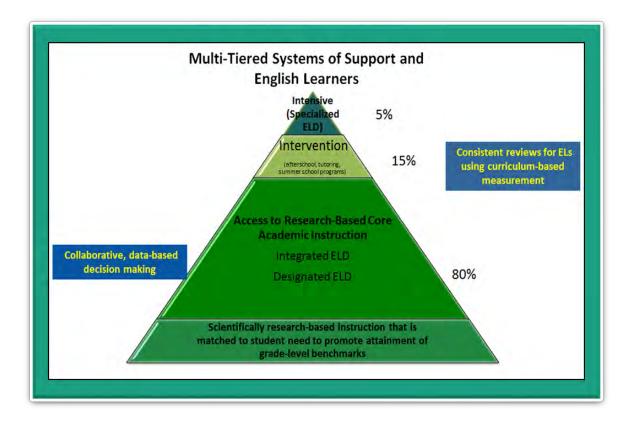


Figure 1: Multi-Tiered System of Supports for English Learners

#### **Reclassification Criteria and Process**

The California Department of Education's English Learner Reclassification Guidelines stipulate the following criteria:

The LEA must reclassify a pupil from EL to proficient in English by using a process and criteria that include, but are not limited to:

- (a) Assessment of English language proficiency (EC § 313(d)(1); 5 CCR § 11303(a).)
- (b) Comparison of pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate whether the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. (EC § 313(d)(4); 5 CCR § 11303(d).)
- (c) Teacher evaluation that includes, but is not limited to, the pupil's academic performance. ("Teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil.) (EC § 313(d)(2); 5 CCR § 11303(b).)
- (d) Opportunities for parent opinion and consultation during the reclassification process. (EC § 313(d)(3); 5 CCR § 11303(c).)

Oxnard School District's RFEP criteria adhere to state guidance and are outlined in Table 4.5.

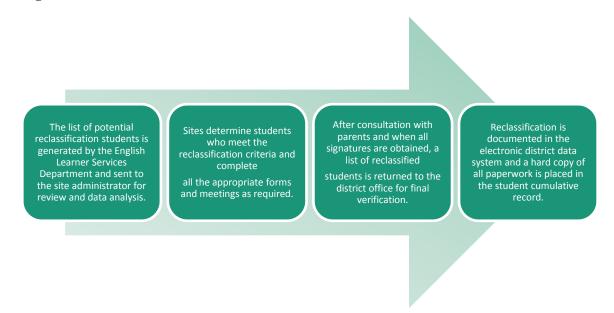
Table 4.5 Rec	Table 4.5 Reclassification Criteria				
Area	Data Gathered	Reclassification Criteria			
English Language Proficiency	Most recent state- mandated English language proficiency assessment (ELPAC)	Overall level: ELPAC Bridging Listening: ELPAC Expanding or higher Speaking: ELPAC Expanding or higher Reading: ELPAC Expanding or higher Writing: ELPAC Expanding or higher			
Academic Criteria	Academic Assessment data to determine if English Learner student has sufficient English proficiency to be reclassified as a fluent English speaker.	Grades K-8 Local Assessment Data			
Teacher Evaluation	Teacher's recommendation form, student work samples, and current report card	<ul> <li>Grades K-5</li> <li>Teacher completes required forms and attaches student work that demonstrates satisfactory achievement in grade-level academic core area</li> <li>Report card indicates that student is approaching standards in all areas</li> <li>Student is approaching or meeting grade level benchmarks in English reading Grades 6-8:</li> <li>Performs at or above grade level</li> <li>Minimum of "C" in academic areas on most current report card</li> <li>Student is approaching or meeting grade level benchmarks in English reading and writing</li> </ul>			
Parent Opinion	Description and results of consultation with parent	After reviewing the data the parent agrees that reclassification is appropriate			

#### **Steps for Reclassification**

- 1. Site administrators, with support and guidance from the English Learner Services Department, will monitor progress toward attaining RFEP criteria. As part of on-going progress reporting, parents are informed of the child's progress toward meeting all RFEP criteria.
- 2. Site administrators will secure participation of the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil (5 CCR 11303[b])
  - The Teacher recommendation is based on documented academic performance in Core Curricular Areas.
  - Other factors not related to academic success or English Language proficiency should not preclude student from reclassification.
- 3. Parent opinion and consultation during the reclassification process (EC 313; 5 CCR 11303[c])
  - Site administrators will provide notice to parents and guardians of their right to review RFEP data, seek parent/guardian opinion and consultation, and encourage participation during the reclassification process.
  - Parent contact may be made *face to face, by telephone* or *letter*.
  - Additional steps for encouraging parental involvement in the process may include:
    - o Meeting with parents of English Learners who are close to meeting reclassification criteria, to explain the process and steps needed to reach the goal.
    - O Inviting parents to a group meeting to explain that their child has met all the criteria to be reclassified, celebrate the accomplishment, and explain that staff will monitor their student's academic performance for at least two additional years. Students are also included in this meeting/celebration.
- 4. The site level team including, but not limited to, the Principal, Teacher and TOSA will review the evidence of student performance data. (EL-08 Student Reclassification Form). The team will:
  - Review all the student performance data.
  - Review the teacher recommendation data.
  - Take into consideration any concerns raised by the parent/guardian.
  - Take a recommendation to reclassify or not to reclassify the student based on the evidence of the student performance data presented.

The student is then coded as reclassified in the district student information system. This enables district personnel to monitor all reclassified students for a minimum of two years in order to ensure correct classification, placement, and additional academic support to ensure ongoing success in the mainstream program.

Figure 4.1 Overview of RFEP Process



# Provision for Reclassification of English Learners with Disabilities

If an English Learner student has an Individualized Education Program (IEP), the following procedures are followed:

#### Students with Mild/Moderate Disabilities

The reclassification process used for general education students is also used for students with IEPs who are being instructed using the general education curriculum with accommodations and/or modifications. The student's Case Manager is included as a LAT Team member. If a student being considered for reclassification fails to meet the reclassification criteria within the expected time frame, the IEP team may determine that due to the nature of the identified student's disability, an alternative assessment may be considered in lieu of the ELPAC. The alternative assessment must be identified in the IEP and given each year. Results are compiled and presented to the parents/guardians for review on a yearly basis, along with other measures determined by the

district to assess student's progress towards reclassification. Once the criteria for reclassification is met, parents are notified and a review meeting is convened at which time the IEP team along with parents/guardians determine if reclassification is in the best interest of the student.

#### Students with Moderate/Severe Disabilities

An alternative reclassification process is used for students with moderate to severe disabilities whose IEP teams have determined that they are unable to participate in one or more parts of the ELPAC even with accommodations and/or modifications. Reclassification for these students is based upon alternative proficiency testing. The IEP team reviews the data and makes the decision about reclassification.

## Follow-up Progress Monitoring of Reclassified Students

Site-level administrators are responsible for overseeing the progress monitoring of reclassified English Learners at the end of each grading period for at least four academic years following a student's reclassification (EL-09 Ellevations Monitoring Form). To support sites in this effort, the English Learner Services department will annually generate a list of reclassified students who need to be monitored during the four year monitoring period.

As part of the monitoring process, student performance on critical achievement and performance measures is documented. If a student begins to fall behind on appropriate measures of achievement related to grade level standards, a student/parent/teacher conference is held and the Language Appraisal Team meets to develop an intervention plan for the student. Services that may be provided include but are not limited to:

- Specialized academic assessment
- Tutoring
- Specialized reading instruction
- English Language Development instruction
- Primary language support
- Participation in targeted intervention provided by the school

The student's reclassification form (EL-09 Reclassification Follow-up form) is reviewed at each monitoring period, documenting continued progress toward proficiency in the content areas. After four years of monitoring, reclassification student is reviewed to determine that the student demonstrates sufficient progress. Forms documenting this progress (EL-09 Reclassification Follow-Up Form) are placed in the student's English Learner folder, and the monitoring is terminated. If a student does not make sufficient progress, the monitoring process will continue.

# Chapter FIVE

# English Language Development



# **Chapter 5: English Language Development**

#### **Overview**

Oxnard School District's aim is to provide a comprehensive English Language Development program of study for English Learners in grades TK-8. As part of the District's commitment to provide all students with 21<sup>st</sup> Century academic, linguistic, and intercultural skills, Chapter 5 provides research-based guidelines for district personnel to implement high quality programs and instruction for English Language Development across the disciplines, including alignments to the California curricular frameworks for the variety of typologies of English Learners.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

#### VII-EL 19: ELD

VII-EL 19. As part of the core program provided through general funds, each English learner must receive a program of English language acquisition in order to develop proficiency in English as rapidly and effectively as possible, consistent with state priorities. (20 U.S.C. §§ 1703 (f), 6825 (c)(1)(A); EC §§ 300, 305, 306, 310, 313.1 (b); 5 CCR § 11302(a); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

#### **Evidence**

ELD course/curriculum descriptions\*

Description of core ELD courses and curriculum used in the core in middle grades.

ELD daily/master schedule daily\*

ELD schedule for self-contained classes; master schedule containing ELD classes for middle and high school per site reviewed.

**ELD** instructional materials\*

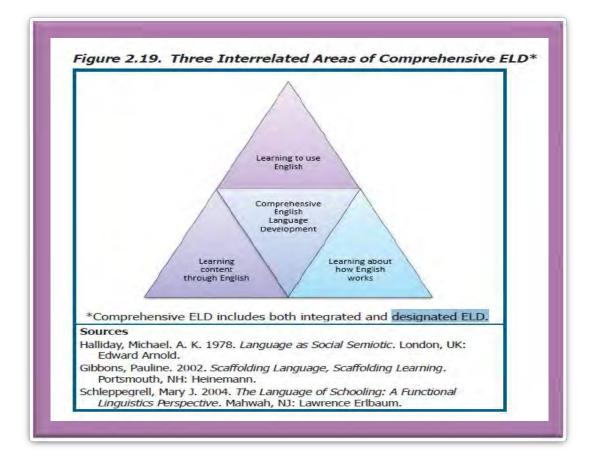
ELD instructional materials list for both core and supplemental programs. ELD placement criteria\*

## Overview and Guidelines for English Language Development Instruction

"Regardless of the ways in which individual schools structure time for designated ELD, all ELs require both integrated and designated ELD" (CA ELA/ELD Framework, Ch. 6 p. 547).

Oxnard School District implements a Comprehensive English Language Development Program in ALL program options for English Learners (see ELA/ELD Framework Figure 2.19 below). The Comprehensive ELD Program is comprised of both Integrated and Designated ELD, is taught by fully qualified teachers of English Learners and is implemented in accordance with the *California English Language Arts/English Language Development Framework (2014)* as follows (Chapter 2, pp. 106-108; 115-116):

- "Designated ELD is a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge abilities needed for content learning in English."
- 2. Integrated ELD refers to "ELD taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs' linguistic and academic progress."



California ELA/ELD Framework Comprehensive ELD Figure (Chapter 2, page 59)

The ELD Program is aligned with the 2012 *California English Language Development Standards*. The purpose of the ELD component is to explicitly and intentionally teach English in order to develop a strong English language foundation in both social and academic settings. ELD also provides a foundation for literacy development (reading and writing) and complements and amplifies the English Language Arts CCSS. Both ELD and ELA standards have the goal of assisting students to develop skills related to cognitive academic proficiency in English.

# **Designated English Language Development**

Designated English Language Development is a systematic, explicit component of the English Learner's total educational program and critical to the success of the District's Comprehensive ELD Program. Designated ELD is taught by a credentialed teacher who receives on-going professional development on the implementation of the CA ELD Standards and research-based pedagogy.

Designated ELD instruction is standards-driven, systematically planned, and follows a scope and sequence of language skills to ensure that students learn English within a reasonable amount of time. It is designed to teach English Learners at their proficiency levels as determined by English language assessments, thus ensuring that instruction is differentiated to meet student needs. Students are grouped by proficiency level for Designated ELD and there is a dedicated time for this purpose. The specific plan for accomplishing English Learner instructional grouping will be decided at the school level, based on an analysis of the English proficiency levels of students enrolled at the school. The Assistant Superintendent of Educational Services, in coordination with the English Learner Services Department, will ensure that each school will develop an ELD grouping process with the goal of advancing all English Learners to at least the next proficiency level by the end of the school year.

The 2012 California ELD Standards provides the expectations and descriptions of achievement at three levels of proficiency: Emerging, Expanding and Bridging. These standards address skills necessary within the collaborative, interpretative and productive communicative modes to become proficient on the CCSS. In addition, the standards call for the acquisition of linguistic resources to be able to understand how English is used to structure text orally or in print and to communicate clearly. Thus, Designated ELD focuses on developing skills to use English to "interact in meaningful ways" and on language itself to develop knowledge of how English works.

Designated ELD involves interaction to provide students the opportunity to acquire English to communicate and collaborate with each other, rather than solely focusing on the language itself (grammar, syntax, coherence).

Grade level considerations for instruction in oral language, reading and writing for Designated ELD grouping include:

- Careful attention to the diversity of strengths and needs of ELs as they enter the District at different points in their school trajectory. Although many ELs enter in TK/K or first grade, others enroll at later grades.
- Assessment of newly arrived ELs, their primary language literacy and degree of formal schooling as well as their level of English proficiency.

• Addressing the specific language development needs of Long-Term ELs (LTELs) and students at risk of becoming LTELS who have not made adequate progress toward language or academic goals even though they have been in U.S. schools for at least 5 years.

Depending on these factors, the main instructional emphasis of Designated ELD will vary. For example, for ELs with low literacy skills in primary language and no or little formal schooling, ELD instruction should emphasize oral language development and foundational skills. On the other hand, the specific needs of LTELs must be addressed during Designated ELD by targeting their instructional and linguistic gaps.

Designated ELD instruction emphasizes the simultaneous development of oral language skills and abilities and the use of the academic language of different text types and curricular disciplines. At the Expanding and Bridging levels of proficiency, English Learners generate increasingly more sophisticated and complex oral and written texts (productive mode) as they move towards full proficiency in English.

Table 5.1. Main Instructional Emphasis of Designated ELD				
Grades TK – 1 California ELA/ELD Framework- TK-1st grade*	Grades 2-5 California ELA/ELD Framework- Grades 2-3* California ELA/ELD Framework- Grades 4-5*	Grades 6-8 California ELA/ELD Framework- Grades 6-8*		
Oral Language Development	Oral Language Development- Registers of English	Reading and Writing of Different Text Genres		
Collaborative Conversations	Collaborative Discussions based on content areas and/or text types	Collaborative Discussions based on content areas and/or text types		
Social and Academic Vocabulary Development	Academic Vocabulary Development	Academic Vocabulary and Language Development		
Reading and Actively Listening from Simple to Complex Texts	Reading: Analyzing how English works in different text genres and content areas	Interpretive Mode (Listening and Reading) in English:  • Analyze and evaluate how authors structure arguments, informative/explanatory texts and narratives		
Analyzing and Writing Cohesive Stories	<ul> <li>Speaking and Writing:         <ul> <li>Develop well-organized, and cohesive extended texts (beyond the sentence level)</li> <li>Communicate clearly ideas/information/events</li> </ul> </li> </ul>	<ul> <li>Speaking and Writing Across Genres and Content Areas:</li> <li>Produce complex, well-organized, and cohesive extended visual, oral and written texts</li> <li>Use discipline-specific knowledge to communicate clearly ideas/information/events</li> </ul>		
*Click on embedded link to access grade-specific chapters of the California ELA/ELD Framework.				

As illustrated in Table 5.1, Designated ELD instructional time is spent in listening, speaking and collaborating as ways of using, understanding and creating oral and written texts in English. The California ELD Standards identify the interpretive, productive and collaborative modes, as well considerations for language skills needed across proficiency and grade levels. This requires the application and understanding of the processes that need to occur as language is used for different audiences and to generate different text types.

# **Mandatory Time for Designated ELD Instruction**

Designated ELD instruction occurs daily and is delivered by fully credentialed teachers (see Chapter 3) for all English Learners regardless of program option until such time as they reclassify as Fluent English Proficient (RFEP). Table 5.2 shows the <u>minimum</u> designated ELD instructional time required.

Table 5.2. Mandatory	Fime for Designated English Language Development Instruction	
Grade	Required Daily Minutes of Designated ELD Instruction	
TK-K	30 minutes per day	
1-5	45 minutes per day	
6-8	One period daily in addition to grade-level core English language arts for students who are at ELPAC Emerging and Expanding Levels)  For ELPAC Bridging – Daily ELD, leveled and specialized according to students' English proficiency level; ELD may be a designated part of their English Language Arts class	
Newcomer Program 3-5 6-8	Grades 3-5 45 minutes for 2 instructional blocks, including U.S. culture, history and schooling *ELD is consistently implemented and designed to promote second language acquisition of listening, speaking, reading and writing, as well as integrated  Grades 6-8 1 period daily of Designated ELD instruction at the student's English proficiency level	

# **Instructional Grouping for Elementary Schools (Grades TK-5)**

The goal of instructional grouping in elementary grades is one English Learner proficiency level per group. However, the span may be one level plus one. ELD groups are formed by teachers and the administrator at the site, using student performance on the ELPAC, ELD placement/progress assessments, as well as curriculum-embedded assessments. ELD grouping is reconsidered and adjusted periodically throughout the year, as new evidence of student progress becomes available.

## **Instructional Grouping for Intermediate Schools (Grades 6-8)**

Different groups of ELs present different typologies that must be considered when grouping for instruction in intermediate schools:

- *Newcomer* Newly arrived (twelve months or less) English Learner who is literate in his/her primary language or comes with little or no schooling.
- *Continuing* Middle school English Learner who came from a U.S. elementary school, has been attending school in the U.S. for no more than 5 years, and is making normative progress.
- At-Risk of Becoming Long Term English Learner English Learner who has been enrolled in a U.S. school for 4 to 5 years in any of grades three through eight, scores at CELDT Intermediate level/ELPAC Emerging Level and scores in the fourth year at the "Not Met" or "Nearly Met" levels on the state required ELA standards-based achievement test. (EC 313.1)
- Long Term English Learner Middle school English Learner who has been enrolled in a U.S. school for six years or more, has remained at the same English language proficiency level for two or more consecutive years as determined by the ELPAC and at the "not met" or "nearly met" levels on the state required ELA standards-based achievement test. (EC 313.1)

Table 5.3 below illustrates the sequence of ELD courses to group the different student profiles of English Learners in Grades 6-8.

Table 5.3. Designated ELD Course Sequence, Grades 6-8					
Newcomer	Returning/Continuing Student Long Term English Learner (LTEL) (Normative Progress) and "At-Risk" of Becoming LTEL				
<ul> <li>ELPAC Emerging or Low Expanding</li> <li>1-2 periods daily</li> <li>Replaces grade-level English course</li> </ul>	<ul> <li>ELPAC Mid-Expanding</li> <li>1 period Designated ELD daily</li> <li>Concurrent with ELA/Integrated ELD</li> </ul>	ELPAC Mid-Expanding     1 period Designated ELD daily     Concurrent with ELA/Integrated ELD			
<ul> <li>ELPAC Low Expanding</li> <li>1-2 periods daily</li> <li>No more than 3 years in U.S. schools</li> <li>Replaces grade-level English course</li> </ul>	<ul> <li>Daily ELD, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class</li> <li>Concurrent with ELA/Integrated ELD</li> </ul>	<ul> <li>ELPAC High Expanding and Bridging</li> <li>Daily ELD, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class</li> <li>Specialized ELA course for LTELs according to whether they are less than 3 years below grade level or need further development of academic oral language and expository writing: 1 period</li> </ul>			

Students who are at the Early Advanced or Advanced, CELDT Levels 4 and 5/ELPAC high Expanding and Bridging and who do not meet the LTEL definition, may require "less intensive designated support". In such instances, the CA ELA/ELD Framework (2014) has put forth recommendations that consider different school contexts such as low numbers of ELs at a proficiency level. These recommendations include:

- a) Extended school day with an extra period that may include non-EL students who need support in development of academic English related to their content learning in their middle school coursework;
- b) Designated English Language Development time as part of the English Language Arts class.

In instances where schools choose this structure the teacher is required to plan for, document, and deliver ELD that ensures continued progress toward reclassification. Classes are monitored by the site administrator to ensure that this dedicated time for ELD instruction is effectively implemented.

In order to ensure that consistent criteria and procedures for ELD placement and instruction are in use at all intermediate schools, the district will follow the recommendations put forth in the California ELA/ELD Framework (see Table 5.1) and ensure guidelines for student placement.

# **Instructional Materials for Designated English Language Development**

The current state framework combines ELA/ELD instructional guidelines. School districts periodically adopt ELA/ELD materials. Because such adoptions occur on a cyclical basis, specific titles are not given in this plan. Materials can only be chosen from the state approved ELA/ELD Adoption list found on the California Department of Education website.

The district will convene an adoption committee to review state-adopted, standards-based Language Arts programs for consideration which meet the instructional needs of English Learners.

#### **Integrated English Language Development Instruction**

Integrated English Language Development is the second component of the District's Comprehensive ELD Program. It is intended to provide English Learners with access to the content in all the curricular areas through the consistent and systematic use of SDAIE methodology. It also intends to develop ELs' linguistic development in those disciplines through instruction of the specific academic language, discourse practices and text types characteristic of each of the content areas. It is important to recognize that acquisition of disciplinary knowledge is interdependent of students' ability to understand and use English for these purposes. To that end, the applicable content standards should be used along with the CA ELD Standards and the focal CA CCSS for ELA/Literacy. The ELD standards inform the teacher of the degree of linguistic scaffolds and supports necessary at a specific proficiency level for ELs to perform collaborative, interpretative and productive tasks across all four language domains as well as to establish reasonable performance expectations commensurate with their level of proficiency.

#### Interdisciplinary Instruction and Integrated ELD

Both the CCSS and the ELD Standards call for the integration of the four domains of language: reading, writing, listening and speaking as tools for learning knowledge and skills across the content areas to support the development of the domains themselves. To that end, the ELA/ELD Framework recommends an interdisciplinary approach to instruction in order to increase and facilitate connections between concepts and content areas. This is especially powerful with ELs and when integrating ELD. As a result, the responsibility for ELD must be shared through collaboration and planning among teachers across and within grade levels at the elementary level, and across departments at the intermediate level in order to successfully implement the CCSS for literacy and the ELD standards *in tandem* with content standards.

#### Promoting Collaborative Discussions about Content

A key feature of both the CCSS and ELD Standards is an emphasis on collaborative tasks that promote rich discussions. The ELD standards in Part I-Collaborative Mode and Chapter 2 of the CA ELA/ELD Framework provide guidance for supporting ELs in developing and refining their abilities to participate in academic discussion. For example, providing sentence stems or

frequently used phrases, protocols/rules for participation and collaborative structures allow ELs to actively contribute to the discussions.

#### Supporting Comprehension and Interpretation of Complex Texts

Understanding the profiles of ELs at the different proficiency levels allows teachers to provide the necessary supports for students to interact with complex text. Part II of the ELD Standards – How English Works- along with the Framework provides guidance in planning a structured approach to analyzing the language in a text. This is so ELs may gradually grow in their understanding of how different language resources are used to make meaning, e.g., text structure, figurative language, general and specific vocabulary.

#### Supporting Academic Writing and Speaking

Part II of the ELD Standards also offers critical guidance in how to support ELs at the different proficiency levels in writing narrative, informational and argument/opinion texts and in formal speaking. For example, ELs need to understand how texts are built before they move into the writing process. Linguistic and cognitive scaffolds such as graphic organizers and paragraph frames can prepare students to develop a draft of an essay. Models or master texts are read and studied to understand the way they are structured and organized. Additionally a variety of language resources can be used to build cohesion in the oral and written texts.

# **Instructional Materials for Integrated English Language Development**

In addition to district-adopted programs for all content areas, supplemental materials and resources such as realia, photos, literature, informational texts and media that facilitate comprehension and increase access to the content may be utilized.

# Monitoring Student Progress in English Language Development

Oxnard School District employs a summative and formative assessment system to monitor and support student progress in English Language Development (Please see Chapter 4: Monitoring of Student Progress and Reclassification).

The following assessments are used to evaluate the progress of English Learners in acquiring

#### English language proficiency:

- Summative Assessment (State-mandated): English Language Proficiency Assessment of California (ELPAC)
- Summative Assessment (District-adopted): Standardized Language Proficiency Assessment.
- Summative and Formative Assessment (District-adopted): Curriculum-embedded assessments from the Designated ELD materials.

# Normative Progress - English Learners Who are Meeting Academic and English Language Development Benchmarks

Students who are making "normative progress" are typically showing expected growth on the ELPAC at the rate recommended by the state, and are scoring "Met" or "Nearly Met" on the CAASPP-ELA and Math (third grade and up), or meeting benchmarks on district established literacy and numeracy benchmarks in TK/K – Grade 2.

In the elementary grades, these students should move along a pathway leading to the English Language Mainstream setting. Some will begin in SEI, with reclassification and assignment to ELM before promotion to intermediate grades. Those who begin in Dual Language programs will typically remain in that program after reclassification.

In the Intermediate grades (6-8), student placement in an ELD course level is based on initial or annual assessment scores on the ELPAC. The ELD course placement is flexible with respect to duration, in order to allow a student to move during the year, when assessment results indicate the student is ready.

Change in ELD course placement will be based on the following:

- ELPAC
- Course performance
- District-Adopted English Language Development Proficiency Assessment
- ELD curriculum-embedded assessments

#### • Teacher recommendation

#### **Interventions for English Language Development**

Multi-Tiered Systems of Supports (MTSS) is used with English Learners to identify student instructional needs, continually monitor student progress, and provide evidence-based interventions. Each school site assembles a Language Appraisal Team (LAT) to monitor the progress of English Learners. The LAT also reviews students who are Long Term English Learners or who are at "at risk" of becoming Long Term English Learners.

# **Long-Term English Learners, Grades 6-8**

AB 2193 was signed into law in September 2012 adding EC 313.1 and 313.2 to California's Education Code. A Long Term English Learner (LTEL) is defined in EC 313.1 as an English Learner who meets the following:

- Is enrolled in any of grades six to twelve;
- Has been enrolled in schools in the United States for six years or more;
- Has remained at the same ELP level for two or more consecutive years as determined by the ELPAC and
- Scores "Nearly Met" or "Does Not Meet" on the English-Language Arts standards-based achievement test

An English Learner at risk of becoming a LTEL meets the following description:

- Is enrolled in any of grades three to twelve, inclusive;
- In schools in the United States for four to five years;
- Scores at the intermediate level or below on the ELPAC and
- Scores in the fourth year at "*Does Not Meet*" or "*Nearly Met*" basic level on the English-Language Arts standards based achievement test

Olsen's (2010) research report, *Reparable Harm* points to the need for a dedicated class and curriculum that addresses the unique needs of LTELs. These students often have the English oral skills to function in the everyday world outside the classroom but lack the academic language skills necessary to succeed in the school setting.

The typology of LTELs groups these students into two categories with specific needs:

- 1. LTELs whose literacy skills are three or more years below grade level.
- 2. LTELs who have not met all the reclassification criteria and need further development of academic oral language and expository writing.

LTEL courses utilize state-adopted, standards aligned instructional materials for Specialized Designated English Language Development designed specifically to address the needs of LTELs and students at-risk of becoming LTELs. In addition, these students enroll in their grade level English Language Arts course.

The courses incorporate these essential components identified by Olsen for an effective LTEL course:

- Consistent academic routines
- Goal setting: understand why they are and where they are as English Learners as well as what it means
- Community and Relationships: explicit confidence building strategies, knowing how they are performing, allowing for student voice and input, etc.

At middle schools lacking sufficient numbers of LTELs to offer both courses, the Language Appraisal Team will carefully consider the needs of students who do not meet the placement criteria and will identify a setting in which the student will receive the Designated ELD instruction that best meets his or her language needs and provides the supports needed.

LTELs who are enrolled in these Specialized Designated ELD courses should be carefully monitored with the support and collaboration of the Language Appraisal Team. Students who complete these courses and do not meet the reclassification criteria need to be considered on an individual basis for specific interventions.

# **English Language Development for English Learners with Disabilities**

Instructional decisions related to a student's language acquisition status must be described in the Individualized Education Plan (IEP). When a student qualifies for Special Education services, linguistically and developmentally appropriate goals and objectives are written based on the student's needs. The IEP will include goals that address English Language Development.

English Learners with an IEP in grades K–8 in general education classes receive Designated and Integrated ELD instruction from the general education teacher. In SDC classes, the Special Education staff provides ELD instruction to the English Learner. Bilingual Instructional Assistants may be assigned to the program to provide direct support to English Learners with an IEP.

# Chapter SIX Access to Core



# **Chapter 6: Access to Core**

#### **Overview**

Chapter 6 focuses on key elements that ensure that all English Learners have access to standardsbased core curriculum and academic instruction that is designed and implemented based on research-based practices. A description of Integrated English Language Development for content areas is provided, including the use of Specially Designed Academic Instruction in English (SDAIE) strategies, along with the use of primary language support and instruction. Structures for providing programming responsive to EL needs and interventions in core academic content areas are also presented in this chapter.

Oxnard School District has an integrated, multi-tiered system of instruction, assessment and intervention designed to meet the achievement and behavioral needs of all students. Supports include interventions, Special Education, Title I, English Learner, American-Indian, and enrichment for gifted students. According to the California ELA/ELD Framework, site level data are examined to identify school and grade level trends, evaluate the effectiveness of the curricula, inform goal setting, and identify students in need of additional assessment or instruction. At the district level, data on student learning are used to guide curriculum improvement, recommend innovations and sustain practices, target services and supports across schools, and guide the allocation of resources for professional learning. Under MTSS, all students are provided high quality first instruction. The hallmark of first instruction is equity and access. Those for whom initial instruction is ineffective are provided supplemental instruction. Students who experience considerable difficulty are provided more intensive intervention.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

III-EL 11: Supplement, Not Supplant, with Title III & EIA-LEP III-EL11. General fund resources must be used to provide services and programs for English learners, including English language development and access to the core curriculum. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.

#### Section VII. Teaching and Learning

#### VII-EL 20: Access to the Core Subject Matter

VII-EL 20. Academic instruction for ELs must be designed and implemented to ensure that English learners meet the district's content and performance standards for their respective grade levels within a reasonable amount of time.

20.1 The LEA must have a means to assist English learners to achieve at high levels in the core academic subjects to ensure that they meet the same challenging state content and achievement goals all children are expected to meet. 20.2 The LEA shall continue to monitor student academic progress and provide additional and appropriate educational services to ELs in kindergarten through grade 12 for the purposes of overcoming language barriers. Actions to overcome academic barriers must be taken before the deficits become irreparable. (20 U.S.C. §§ 1703 (f), 6312, 6825 (c)(1)(B); EC §§ 306, 310; 5 CCR § 11302(b); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011].)

# Overview and Guidelines for Integrated English Language Development in the Content Areas

English Learners are provided with access to well-articulated, standards-based core curriculum. In Structured English Immersion (SEI) and English Language Mainstream (ELM) settings, the core instruction occurs in English, along with Integrated English Language Development Instruction including Specially Designed Academic Instruction in English (SDAIE) strategies and primary language support as needed to ensure access to the core curriculum. A full description of SEI and ELM programs is provided in Chapter 3. According to the California Department of Education, Integrated ELD, including SDAIE must be designed for non-native speakers of English and focused on increasing the comprehensibility of the academic courses normally provided to FEP and English-only students in the district. Integrated ELD, including SDAIE must be provided by an authorized teacher (either certified or in training for the type of service provided).

In the alternative programs of Dual Language and Transitional Bilingual Education, access to the core curriculum is mediated through direct instruction in Spanish as well as in English, making use of SDAIE strategies to facilitate access to the content and accompanied by Integrated ELD instruction an important element of the program. In these alternative programs, literacy development and content instruction is available in both languages according to the language ratio of the implementation model followed for the instruction of all participating students. A full description of alternative programs is provided in Chapter 3.

Regardless of instructional program, any instruction for ELs in the content areas that is delivered in English must be accompanied by Integrated English Language Development instruction.

The California ELA/ELD Framework refers to "ELD taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs' linguistic and academic progress." (CA ELA/ELD Framework, Chapter 2, pp. 106-108)

Core Curriculum instruction for ELs is guided by the appropriate curricular area standards (e.g. Mathematics, Next Generation Science, History/Social Science), the California English Language Development Standards, and the CCSS for literacy.

# Elementary and Intermediate Grade Access to Core Curriculum

At the elementary level (TK-5), teachers are responsible for the delivery of all core content instruction and ensuring that content is accessible to English Learners through the use of Integrated English Language Development strategies. At the intermediate level, core content teachers are responsible for the delivery of content instruction incorporating Integrated English Language Development and SDAIE strategies.

Sheltered/SDAIE/Integrated ELD core content courses should be equal in rigor and must address all the essential subject matter standards taught in English Language Mainstream courses and promote acquisition of academic language guided by the ELD Standards as specified in the section below.

# **Integrated English Language Development and SDAIE strategies**

Access to Core Curriculum requires attention to two areas: 1) the development of academic language in each of the core content areas needed for academic success by the intentional teaching of the language of the discipline through Integrated ELD instruction and 2) the use of SDAIE methodology (specific sheltered instructional strategies) to make the content comprehensible.

# AREA #1 - Integrated ELD

In the course of learning the core content, ELs need to be provided with multiple opportunities to read, analyze and create texts of different types (Part I - ELD Standards: interpretive, and productive modes). They also need rich and varied opportunities for collaboration and interaction to use language to gain and exchange information and ideas (Part I - ELD Standards: collaborative mode). Guided by the ELD standards, teachers will need to provide different degrees of language scaffolds to support students' abilities to accomplish these tasks. Part of these scaffolds involve unpacking the meaning of the texts they encounter by analyzing the vocabulary and syntax used in sentences as well as the way the text is organized and structured in order to not only better comprehend the topic but also the language of the discipline (Part II - ELD Standards: language processes).

Examples on how to promote academic language development are derived from research and delineated in the CA ELA/ELD Framework<sup>7</sup>. The following are some critical strategies used to promote academic language development:

- 1. Implement an interdisciplinary approach through an inter-department or grade-level team planning approach;
- 2. Choose rich and worthwhile text and topics for discussion;
- 3. Post frequently used phrases that facilitate turn-taking, elaborations and extensions during small group discussions or collaborative learning;
- 4. Chart domain-specific vocabulary as reference for student use in discussions and writing;
- 5. Structure collaborative activities in such a way that students use the vocabulary in purposeful ways;
- 6. Provide open sentence frames that allow for use of target academic language and more extended discourse;
- 7. Show models of how language resources are used to make meaning, such as how a writer presents evidence to support an argument;
- 8. Guide the analysis of different text type organization and the connecting and transitional words that make it cohesive; and
- 9. Tap into students' primary language knowledge such as cognates.

## Specially Designed Academic Instruction in English (SDAIE) *AREA* #2: **Strategies**

Saunders (2010), stipulates that the primary goal of SDAIE, or sheltered instruction, is to teach the skills and knowledge identified in the content area standards (CCSS, Mathematics,

<sup>&</sup>lt;sup>7</sup> California Department of Education (2014). English Language Arts/English Language Development Framework.

California Department of Education (CDE). (2010a). Improving Education for English Learners: Research-Based Approaches. Sacramento: California Department of Education.

Nagy, W, García, G., Durgunoglu, A. & Hancin-Bhatt, B. (1993). Spanish/English Bilingual Students' Use of Cognates in English Reading. *Journal of Reading Behavior*. 25: 241–259.

Science/NGSS, etc.) and frameworks. Critical features of SDAIE that make instruction comprehensible and meaningful to ELs, must take into account an English Learner's proficiency level and the linguistic demands of the lesson. Examples of such strategies are derived from research<sup>8</sup>.

- 1. Contextualizing instruction—liberal use of non-verbal language, visual support materials, realia, graphic organizers, oral/verbal amplification, in order to provide students with a variety of resources in the environment that they can use to construct meaning;
- 2. Using language modifications such as pause time, questioning, pacing and highlighting;
- Using task-based instruction, allowing students to work with concepts and the language of those concepts in a variety of ways (such as drama, drawing, mapping out the concepts, or using poetry, song, chant, letter writing, journals, graphic organizers, etc. to express and exemplify concepts);
- 4. Using language-sensitive and culture-sensitive content teaching;
- 5. Avoiding the use of idioms and cultural reference without explanations;
- 6. Using accommodations in the learning environment (such as slowing the pace, repetition, chunking information) in order to maximize the number of students able to access the content;
- 7. Providing opportunities to summarize key learning and ideas, e.g., co-constructing concept charts;
- 8. Emphasizing the major ideas or organizing principles that underlie the content;
- 9. Checking for understanding frequently;
- 10. Tapping prior knowledge from previous learning or personal experience;
- 11. Integrating assessment and instruction on an ongoing basis through observations, portfolios, journals and analysis of student work;
- 12. Providing access to large collections of appropriate age-level literature and informational texts within the student's assessed Zone of Proximal Development.

\_

<sup>&</sup>lt;sup>8</sup> California Department of Education (CDE). (2010a). *Improving Education for English Learners: Research-Based Approaches*. Sacramento: California Department of Education.

Short, D., &Fitzsimmons, S. (2007). Double the Work: Challenges and Solutions to Acquiring Language and Academic Literacy for Adolescent English Learners—A Report to Carnegie Corporation of New York. Washington, DC: Alliance for Excellent Education

Baker, Scott, et al. (2014). Teaching Academic Content and Literacy to English Learners in Elementary and Middle School (NCEE 2014–4012).

# **Use of Primary Language in Instruction**

Research shows that the use of primary language can have a positive effect on the performance of English Learners in English and the home language (Dolson & Burnham, 2011; Collier & Thomas, 2000; Francis, Lesaux, & August, 2006; Genesee, Lindholm-Leary, Saunders & Christian, 2006).

## **Primary Language Support**

Primary language support for ELs is defined as the use of students' home language to facilitate understanding of core content that is taught in English for ELs in Structured English Immersion programs. California's Proposition 227 passed by California voters in 1998, seeks to have ELs taught "overwhelmingly in English." However, the use of the first language to support understanding by using such strategies as preview or review of lessons is legal and appropriate with students who, due to low proficiency, can benefit from such strategies delivered in their primary language.

The following provisions are provided for primary language support when instruction is in English:

- When the teacher is not bilingual a trained bilingual paraeducator may be provided, when available.
- For students with grade level literacy skills in their primary language, a core textbook could be provided (if available). Bilingual dictionaries, trade books and other support materials could also be provided.
- Use of parent volunteers or community members for language and literacy support
- Attention to and deliberate instruction of transferable skills such as cognates and prefixes and suffixes.

# **Primary Language Instruction**

Dual Language (DL) programs provide access to the core curriculum by using the primary language (Spanish) as the medium of instruction. For students in these programs—especially those at the Emerging and Expanding levels of English acquisition—primary language instruction is an important resource that assists students to master grade level standards in the content areas while they are in the process of acquiring English proficiency. For students in the Dual Language

Program, an additional goal of target language instruction is to develop bilingualism and Biliteracy.

# Flexibility of Programing to Meet Student Needs (TK-8)

This section specifies considerations for flexible programming for distinct groups of English Learners in Oxnard School District. For additional detailed information of appropriate placement of EL students, see Chapters 3 (Instructional Program Options) and 5 (English Language Development).

## **Newly Arrived English Learners with Adequate Formal Schooling**

These students may or may not have had some exposure to formal schooling. At the elementary school level, these students are likely to have an adequate background in the core academic subject areas, with the possible exception of English Language Arts. A Dual Language Immersion program would be the optimal placement for continued development of grade-level primary language literacy and content knowledge as well as development and growth in English proficiency. Placement in a Dual Language Immersion would be contingent on parent request and program availability. Students whose parents do not choose the Dual Language Immersion program will be placed in the Newcomer English Language Development Academy (Grades 3-8), or Structured English Immersion programs.

At the intermediate school level, students at ELPAC levels Emerging-Low Expanding typically benefit from a Structured English Immersion placement or may be candidates for placement in the Newcomer English Language Development Academy.

#### **ELPAC** Emerging

- Year-long leveled ELD- Minimum 1 period daily
- Sheltered courses at the skill level of the student based on primary language assessment
- Electives that are non-language dependent.

ELPAC Expanding and above students in intermediate schools will need:

- Year-long leveled ELD- Minimum 1 period daily
- Academic content classes taught through Integrated ELD, including SDAIE
- Electives (choice not limited by language proficiency level).

#### **Newly Arrived English Learners with Inadequate Formal Schooling**

Immigrant students with little or no prior schooling typically score at the initial levels of reading and writing in their primary language, and have low skill levels in other subject areas as well. Many students arrive with interrupted schooling in their native country and lack the background knowledge necessary for success in a grade level academic program. These students need an academic program that will address their primary language literacy needs. Moreover, the lack of proficiency in English (Emerging and Low Expanding) makes it difficult to access the core content and accelerate the acquisition and learning of English. The Newcomer Program would be appropriate for many of these students.

At the elementary school level, appropriate grade level placement with appropriately leveled ELD is critical. SEI would be generally preferable to an English Language Mainstream setting. Placement in a bilingual program by parent request is optimal for many of the students in this group.

In the intermediate school, students in this category will need an academic program with the following features:

- Year-long leveled ELD- Minimum 1 period daily
- Integrated ELD, including SDAIE content instruction
- Electives that are less language dependent in the beginning years.

# **Long Term English Learners**

2013 California Educational Code 313.1. a & b defines a Long Term English Learner as "an English Learner who is enrolled in any of grades 6 to 12, inclusive, has been enrolled in schools in the United States for six years or more, has remained at the same English language proficiency level for two or more consecutive years" as determined by the state's annual English language development test.

Long Term English Learners often have high oral fluency in English, and in some cases have attained a "reasonably fluent" level of proficiency, but have not yet achieved the academic criteria to qualify for reclassification. In determining program placement, it is important to first identify the student's academic and linguistic needs and then consider the following in regard to the student's educational history, in order to determine if the student's performance is related to his/her level of English language development, or to other issues that affect academic performance:

- The student's number of years in U.S. schools.
- The quality and consistency of ELD instruction the student has had.
- The consistency of the student's instructional program.

These students require a specialized course of study (see Chapter 3, Table 3.3), and progress should be monitored in order to assign formal interventions that address both language and academic needs.

# English Learners Who Are Meeting Academic and English Language Development Benchmarks

These students are typically showing expected growth on the state language assessment and are scoring "Met" or "Nearly Met" on state mandated academic assessment, or meeting benchmarks on district established literacy and numeracy benchmarks.

In the elementary grades, these students should move along a pathway leading to the English Language Mainstream (ELM) setting. Some will begin in SEI, with reclassification before promotion to intermediate school. Those who begin in Dual Language will typically remain in that program after reclassification.

Student placement at a given ELD level is based on initial assessment scores on the ELPAC for new students, annual ELPAC, or other district language proficiency assessments. Each ELD level is flexible with respect to duration, in order to allow a student to move up a level during the year, when assessment results indicate the student is ready. Students who master the ELD standards are promoted to the next level or exited from the program. Students may need to remain at a level until they meet requirements for transition to the next level. In order for students to develop proficiency in English as rapidly as possible, students must be able to develop at their own pace, and must be

able to move up ELD levels whenever necessary. They should not have to wait until the end of a trimester or course in order to move levels. Change in ELD levels will be based on the following:

- ELPAC progress
- ELD mastery test results
- Classroom performance
- ELD curriculum-embedded assessments
- Teacher recommendation

Intermediate school students in this category will need the following:

- Accelerated ELD, either through an English Language Arts class with accommodations for the student's level of English language development, or an intervention class that addresses both language and literacy skills.
- ELM or SEI instruction in the core academic subjects, provided by an appropriately credentialed teacher with English Learner or Bilingual Authorization (e.g. CLAD or BCLAD).
- Counseling and monitoring to ensure that the student is enrolled in appropriate classes meeting intermediate school promotion requirements.
- Intervention support (before, during or after the school day).

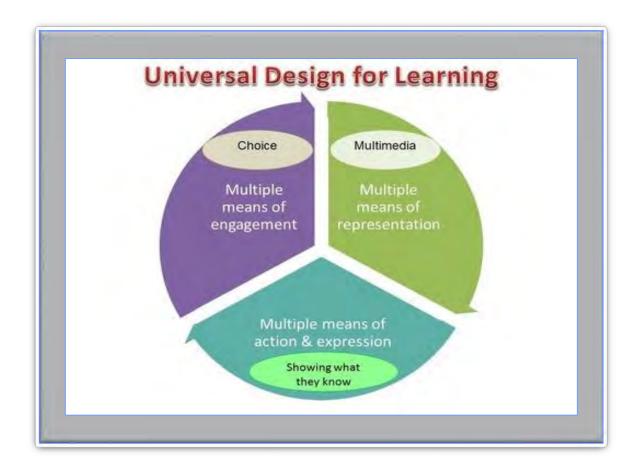
Students who meet or exceed benchmarks as evidenced by trimester reviews and/or teacher recommendation should be encouraged to accelerate to higher levels of ELD.

# **Students Who Speak Languages Other Than Spanish**

Currently no bilingual program options are available for these students. They will be placed in SEI or ELM programs appropriate to their grade level, and receive ELD at the appropriate level, based on assessment data. As they progress toward reclassification, students will move to English Language Mainstream.

# **Universal Design for Learning**

Universal Design for Learning (UDL) is implemented in all classrooms. The aim of UDL is to give students an equal opportunity to learn by using a variety of teaching methods that diminish barriers to learning and provides the flexibility to interact with the curriculum in different ways.



Source: http://www.scoop.it/t/universal-design-for-online-learning, March 2, 2016

# **Multi-Tiered System of Supports**

MTSS is established at the school and district levels. School sites will monitor student progress and select interventions that match student needs. Schools and districts should have an integrated, multi-tiered system of instruction, assessment and intervention designed to meet the achievement and behavioral needs of all students. Supports include interventions within the Response to Intervention model, supports for Special Education, Title I, English Learners, American-Indian and gifted students. According to the California Department of Education's ELA/ELD Framework, at the school level, data are examined to identify school and grade level trends, evaluate the effectiveness of the curricula, inform goal setting, and identify students in need of additional assessment or instruction. At the district level, data on student learning are used to guide curriculum improvement, recommend innovations and sustain practices, target services and supports across schools, and guide the allocation of resources for professional learning. Under MTSS, all students are provided high quality first instruction that employs UDL. Those for whom initial instruction is inaccessible or ineffective are provided supplemental instruction. Students who experience considerable difficulty are provided more intensive intervention. The hallmark of first instruction is equity and access.

# **Professional Development**

In order to ensure that core content instruction is presented in a manner that is comprehensible to English Learners, a variety of strategies are incorporated into classroom instruction. Professional development for teachers focuses on the areas that are detailed in Chapter 7: Staffing and Professional Learning.

<b>Table 6.1: Professional Development Focus Areas for Access to Core Content</b>		
Focus Areas	Lesson Purpose, Content, and Organization	
CCSS/ELD	Purpose: To integrate appropriate grade level ELD CCSS in lessons  Content: Acquisition of critical language development skills  Organization: Integration of ELA/ELD standards during instruction	
Designated ELD	<ul> <li>Leveled ELD</li> <li>Purpose: Provide a protected time during the school day in which teachers use the ELD standards to promote second language acquisition of listening, speaking, reading, and writing.</li> <li>Content: Follows scope and sequence of language skills in functional contexts</li> <li>Organization: Level of English proficiency</li> </ul>	
	<b>Purpose:</b> A time in which teachers with ELs in their classroom use the	

# **Integrated ELD**

**Purpose:** A time in which teachers with ELs in their classroom use the California ELD standards in tandem with the CA CCSS for ELA literacy to provide access to grade level content instruction.

**Content:** Grade level content objectives and standards

**Organization:** Scaffolding strategies are integrated into lesson to ensure that language demands do not interfere with student's ability to access grade level content material.

# Chapter SEVEN

# Staffing and Professional Learning



# **Chapter 7: Staffing and Professional Learning**

#### **Overview**

Chapter 7 details certification requirements and staffing procedures for providing instruction to English Learners in Oxnard School District. Additionally, essential components of the district's comprehensive, longitudinal professional learning program are presented.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

#### V. Staffing and Professional Development

**V-EL 15: Teacher EL Authorization.** Teachers assigned to provide English language development and instruction in subject matter courses for English learners must be appropriately authorized. (20 U.S.C. §§ 6319 (a)(1), 6826 (c); *EC* § 44253.1, 44253.2, 44253.3, 44253.10; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

#### V-EL 16: Professional Development Specific to English Learners

V-EL 16. The LEA must provide professional development specific to the implementation of programs for English learners.

16.1. The LEA must provide sufficient professional development to effectively implement the LEA's English learner program. (*Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

16.2 For LEAs receiving Title III, the LEA must provide supplemental high-quality professional development to classroom teachers, principals, administrators, and other school or community-based personnel that is: (a) Designed to improve the instruction and assessment of English learners (20 U.S.C. § 6825 (c)(2)(A).) (b) Designed to enhance the teacher's ability to understand and use curricula, assessment measures, and instructional strategies for English learners (20 U.S.C. § 6825 (c)(2)(B).) (c) Based on research demonstrating the effectiveness of the professional development in increasing the student's English proficiency or the teacher's subject matter knowledge, teaching knowledge, and teaching skills (20 U.S.C. § 6825 (c)(2)(C).) (d) Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teacher's performance in the classroom (20 U.S.C. § 6825 (c) (2) (D).)

# **Staffing and Certification**

California state law requires appropriate authorization of teachers to provide instruction to English Learners, including individuals providing specified EL services (EC Section 44001, EC Section 44830(a), EC Section 44831, and EC Section 44253.1). In Oxnard School District any teacher assigned to provide English Language Development, Sheltered Instruction, or primary language instruction to EL students must be appropriately certified with English Learner or Bilingual Authorization such as Cross-cultural, Language and Academic Development (CLAD), Language Development Specialist (LDS), SB 1969/39/2042, Bilingual Cross-cultural, Language and Academic Development (BCLAD)/Bilingual Certificate of Competence (BCC) and other current English Learner authorizations designated by the California Commission on Teacher Credentialing (CCTC). Table 7.1 provides an overview of English Learner programs and their respective requirements for teacher authorization. More information about program types can be found in Chapter 3.

Oxnard School District ensures that all administrators or additional teaching personnel whose assignment includes English Learners also hold appropriate certification to provide necessary instructional services to English Learners.

Teacher hiring and placement decisions are based on student and program need, including English Learner enrollment data, and other relevant factors. The district's collective bargaining agreements are adhered to in making all staffing decisions. Whenever open teaching positions require Bilingual or English Learner Authorization, the district Human Resources staff actively recruits and hires teachers who are fully certified to fill such positions.

Table 7.1 Required Teacher Authorizations				
<b>Instructional Program</b>	Grade Level(s)	<b>Proper Authorization</b>		
Structured English Immersion	TK – 8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization /CLAD or equivalent with bilingual paraeducator to provide primary language support when needed		
English Language Mainstream	TK – 8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization /CLAD or equivalent with bilingual paraeducator to provide primary language support when needed		
Transitional Bilingual Education	TK – 3	Bilingual Authorization/BCLAD or equivalent		
Dual Language	TK – 8			
Newcomer	3-5 and 6-8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization /CLAD or equivalent with bilingual paraeducator to provide primary language support when needed		

#### **Recruitment Procedures—Teachers**

The district Executive Director of English Learner Services works closely with the Assistant Superintendent of Human Resources and the Human Resources Department staff on issues of recruitment, interviews, and recommendations to site administrators. The following steps taken each year constitute the district's approach to recruitment of teachers for English Learners. Each spring, following the annual R-30 Language Census report, the Executive Director of English Learner Services and principals work collaboratively to plan regarding the need for adequate numbers of qualified teachers to fully implement the English Learner programs at each school site, as detailed in Chapter 3. The elements that comprise these programs include: English Language Development, content instruction through Integrated English Language Development and SDAIE, or Sheltered Instruction strategies, primary language support, and primary language instruction in schools that have a program requiring such instruction. A decision is made regarding the anticipated number of classes that will be considered necessary to meet the program needs of the school's English Learners in the coming year.

The principal, with support from the Assistant Superintendent of Human Resources and the Executive Director of English Learner Services, will develop a proposed staffing plan for the school, based on projected numbers of English Learners and program enrollment. This plan is reviewed each spring by the Executive Director of English Learner Services and Human Resources staff. Vacancies are posted as necessary, listing required Commission on Teacher Credentialing (CTC) authorizations for the positions. Working together, district Human Resources staff and site administrators assign properly credentialed teachers to specific programs requiring their specialized expertise. When a sufficient number of authorized teachers are not available to fill all openings, the teachers who are assigned to these classrooms must enroll in approved training programs for the necessary authorizations.

Advertising and recruitment efforts are undertaken, internally and externally, until all positions are filled. These efforts include:

- (1) Job announcements sent to the following types of organizations:
  - Educational placement centers with teacher training programs at private, UC and CSU campuses

- Major educational organizations including those associated with language minority students
- County Offices of Education
- Local school sites, the district's Department of Human Resources, and the District's Enrollment Center
- Colleges and universities identified as having a pool of potential bilingual teacher candidates, including departments such as Teacher Education, California Mini-Corps and teacher internship offices
- (2) Advertisements placed as needed in appropriate newspapers and organizational newsletters such as the following:
  - Local community newspapers, including Spanish language
  - Newsletters of bilingual educator organizations such as the California Association of Bilingual Education (CABE) and the National Association for Bilingual Education (NABE)
  - National Education Association (NEA), California Teachers Association (CTA), American Federation of Teachers (AFT) and California Federation of Teachers (CFT) publications
  - Bilingual media (radio, television, publications)
- (3) Recruiting booths at conferences such as:
  - National Association for Bilingual Education (NABE) when the conference is held in California
  - California Association for Bilingual Education (CABE)
  - Association of Mexican American Educators (AMAE)
  - Career Day events at local colleges/universities and secondary schools, where the district
    provides information concerning needs for bilingual teachers and paraprofessionals,
    employment opportunities and procedures for hiring
  - Use of informal contacts in the community and/or local community organizations to identify potential local candidates

In addition, the district is committed to developing and implementing a career pathway program

for teachers leading to leadership positions through attainment of specialist and administrative credentials.

#### **Recruitment Procedures - Paraeducators**

The need for paraeducator positions is determined in the same way as described above for teachers. In addition to the above, the district is committed to developing and implementing a career ladder program for paraeducators leading to attainment of teaching credentials.

#### **Hiring Priorities and Procedures**

Highest priority is placed on the hiring of Bilingually Authorized (e.g. BCLAD or equivalent) teachers and their subsequent placement, first in alternative programs and then in SEI classrooms, especially to work with Beginning/Emerging and Early Intermediate/Expanding students, as well as those most in need of primary language support in core curricular areas. The second priority is English Learner Authorized, such as CLAD or equivalent certified teachers. These teachers should be assigned to SEI and English Language Mainstream (ELM) programs with English Learners. Substitute teachers assigned to long term assignments should similarly have English Learner Authorization. They may receive support from bilingual paraeducators who use the primary language to clarify, explain, motivate and direct students. Job applications, eligibility interviews, and processing procedures for teaching positions are handled at the district Human Resources Department. Interviews for teachers are held at the district level. The district's collective bargaining agreements are adhered to in making all staffing decisions.

# Requirements for Teachers on Interim Assignment Providing Instructional Services to English Learners

Teachers on interim assignment longer than 30 days (20 days for Special Ed) are required to meet the same criteria as teachers seeking appropriate credential authorizations.

#### **Appropriate Use of Bilingual Paraeducators**

Bilingual paraeducators contribute specialized skills in an English Learner program and work and plan closely with the full instructional team. When the teacher does not hold a Bilingual Authorization such as BCLAD, the bilingual paraeducator works in concert with a teacher with English Learner Authorization, such as CLAD, to provide *primary language support* to motivate, clarify, direct, support and explain facts and concepts to the English Learner. The most important priority for the bilingual paraeducators' assignment is student instructional support, in order to ensure comprehensible core content instruction in language arts, math, social studies and science. *Paraeducators are not responsible for English Language Development (ELD) instruction*. Paraeducators may also assist with the full spectrum of instructional and related needs outside the classroom, including but not limited to:

- Parent-teacher conferences and notifications;
- ELAC and DELAC meetings;
- ELPAC testing (but not scoring);
- Primary language testing;
- Oral and written translations.

#### **Teachers on Special Assignment (TOSAs)**

Teachers on Special Assignment can be assigned at the district-level or site level. If assigned to a school site, the TOSA adheres to district policy and direction in support of English Learner programs. If assigned to the English Learner Services Department, the TOSA meets staffing requirements and can provide expertise in English Language Development, primary language instruction, and student monitoring and programs.

District-level TOSAs assigned to the English Learner Services Department work closely with and are evaluated by site principals and are supervised by the Executive Director of English Learner Services. They oversee and work closely with district staff on the organization of services to English Learners, maintenance and usage of assessment data, monitoring of student progress and reclassification. Supervision, training and professional development will be provided by the Executive Director of English Learner Services.

Site-level TOSAs work closely with and are evaluated by site principals. They also work with district staff on organization of services to English Learners, maintenance and usage of assessment data, monitoring of student progress and reclassification.

District and Site Professional Development for All Staff Who Work with English Learners, Including Administrators, Counselors, Teachers, Paraeducators and Others

#### Professional Development Related to the English Learner Master Plan

The English Learner Master Plan will be introduced to district and site staff through a carefully planned professional development process. Key features of the plan and procedures to be adopted by all sites will be emphasized. This training will be given to all district and site administrators as well as all TOSAs. Professional Development sessions at each site for faculty and staff will be implemented by the site instructional leaders in collaboration with the Department of English Learner Services. Annual training on the English Learner Master Plan will be provided for all site staff members who have responsibility for implementing the plan. This will ensure that there will be a widespread understanding of the contents of the Master Plan and commitment to faithful and high quality implementation.

#### **Focus Areas for District Professional Development**

This section provides information on how Oxnard School District responds to federal and state legal requirements for a professional learning and support system for teachers of English Learners that represents the shift from professional development to professional learning that is: (1) targeted; (2) individualized; (3) based on principles of adult learning theory; (4) sustained, supported with coaching & follow-up; (5) monitored and assessed to evaluate impact on student learning (CDE - Greatness by Design, California Professional Learning Standards).

Research indicates that the expert teacher of English Learners is a knowledgeable professional who is accomplished in curriculum, metalinguistic, cross-cultural understanding, an assessor and a student advocate. It is imperative that a Professional Learning System support the development of teachers' expertise with English Learners with a focus on using students' linguistic and cultural resources. Additionally, professional learning for teachers of ELs should focus on research and

evidence-based instruction for ELs that is designed to maximize the development of English while also maximizing their development of core curricular knowledge and skills, through differentiated practices that can include the development of Bi-literacy skills (Goldenberg & Saunders, 2010<sup>9</sup>; Cadeiro-Kaplan, Lavadenz & Armas, 2012<sup>10</sup>).

The Oxnard School District plans for and schedules professional learning in response to two key recommendations in *Greatness by Design*<sup>11</sup>:

5A – Establish professional learning expectations for educators linked to the certification renewal process and orchestrated through Individual Learning Plans (ILPs)

- High quality options for base credential renewal
- ILPs for educators based on California Standards for the Teaching Profession (CSTP)

#### 5B – Establish infrastructure

- Adopt professional learning standards and quality criteria
- Develop, leverage and incentivize rigorous PD opportunities

Professional Learning for Oxnard educators is guided by the *California Quality Professional Learning Standards* (CDE, 2014/15)<sup>12</sup>, which are intended to help educators, local educational agencies, and the state develop and contextualize professional learning system goals and plans. The following key standards provide the framework for how Oxnard School District designs professional learning:

\_

<sup>&</sup>lt;sup>9</sup> Saunders, W. & C. Goldenberg. (2010). Research to Guide English Language Development Instruction. In: California Department of Education (2010). *Improving education for English learners: research-based approaches*. Sacramento: California Department of Education. pp. 21-82.

<sup>&</sup>lt;sup>10</sup> Cadiero-Kaplan, K., Lavadenz, M. & Armas, E. (2012). Essential Elements of Effective Practices for Teachers of English Learners: Policy Brief. Californian's Together: CA.

<sup>&</sup>lt;sup>11</sup> California Department of Education – Task Force on Educator Excellence (2012). *Greatness by Design:* Supporting Outstanding Teaching to Sustain a Golden State. CDE: CA

<sup>&</sup>lt;sup>12</sup> California Department of Education (2014, revised 2015). Quality Professional Learning Standards. CDE, Professional Learning Support Division. Sacramento, CA.

STANDARD: Data. Quality professional learning uses varied sources and kinds of information to guide priorities, design and assessments.

STANDARD: Content and Pedagogy. Quality professional learning enhances educators' expertise to increase students' capacity to learn and thrive.

STANDARD: Equity. Quality professional learning focuses on equitable access, opportunities, and outcomes for all students, with an emphasis on addressing achievement and opportunity disparities between student groups.

STANDARD: Design and Structure. Quality professional learning reflects evidence-based approaches, recognizing that focused, sustained learning enables educators to acquire, implement, and assess improved practices.

STANDARD: Collaboration and Shared Accountability. Quality professional learning facilitates the development of a shared purpose for student learning and collective responsibility for achieving it.

STANDARD: Resources. Quality professional learning dedicates resources that are adequate, accessible, and allocated appropriately toward established priorities and outcomes.

Oxnard School District provides educators several avenues for professional learning. This includes the opportunity for teachers of ELs to reflect and collaborate on their instructional practices and utilize assessments to inform instruction. Teachers are part of effective learning communities meeting the needs of diverse learners. The Oxnard School District has outlined professional learning that includes three critical elements: (1) Focused & Intentional; (2) Reflection & Coaching; and (3) Impact Measures. Figure 7.1 provides an overview of this:

Figure 7.1 Oxnard School District Professional Learning

#### **DISTRICT 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.

**PROFESSIONAL LEARNING GOAL:** To promote educator quality and effectiveness for serving culturally and linguistically diverse students through the development of a professional learning community guided by Professional Learning Standards and effective practices for adult learning.

- LITERACY & LANGUAGE FOCUS:
- ELA/ELD Framework, including Standards-based instruction guided by ELA <u>and</u> ELD Standards; Early Literacy/Foundational Literacy Skills Emphasis (TK-2)
- MATHEMATICS FOCUS: Standards-based instruction
- OTHER CONTENT FOCUS AREAS: Attention to content areas and standards-based cross-curricular implications for English Learners such as Science, History/Social Studies
- DESIGNATED <u>AND</u> INTEGRATED ENGLISH LANGUAGE DEVELOPMENT practices and scaffolding support for ELs
- ASSESSMENT Practices to differentiate instruction that is responsive to English Learner typologies

FOCUSED & INTENTIONAL

### REFLECTION & COACHING

- Guided by CDE Professional Learning Standards
- Instructional Leadership Team Data Analysis
- Lesson Study Design focused on sheltered instruction for FIs

- State Assessment in ELA and Math: CAASPP
- State Assessement in Language Growth: CELDT transiton to ELPAC
- Standards-Based Report Card Scores/Grades
- District-adopted
   Standardized Assessment
- PD Annual Needs Assessment
- On-going PD Survey Results
- Classroom Evidence of Best Practice Data (e.g. classroom walk throughs)

IMPACT MEASURES

Training efforts related to English Learners will focus on the following areas:

- ELD standards simultaneous with CCSS, ELA Math NGSS for Integrated ELD (Research and evidence-based practices, Curriculum planning, Differentiation and Use of Materials, Assessment)
- Designated ELD (Research and evidence-based practices, Curriculum planning, Differentiation and Use of Materials, and Assessment)
- Integrated English Language Development, including sheltered instruction
- Primary language instruction
- Frontloading and Specially Designed Academic Instruction in English (SDAIE) Cultural Proficiency
- Critical Elements of English Learner Programs
- English-specific Skills (Non-transferable skills)
- Parent Engagement

#### **Monitoring of Professional Development and Support**

The site principal, the Assistant Superintendent of Educational Services, and the Executive Director of English Learner Services monitor teacher professional development related to English Learner support to ensure that all staff members working with English Learners receive relevant professional development and support. The Assistant Superintendent for Human Resources monitors the progress of teachers in training as they fulfill their agreements to complete English Learner authorizations and related requirements.

## Chapter EIGHT

### Parent and Community Engagement



#### **Chapter 8: Parent and Community Engagement**

"At the end of the day, the most overwhelming key to a child's success is the positive involvement of parents" – Jane D. Hull

#### **Overview and Commitment**

The Oxnard School District is committed to establishing programs that foster connections with culturally and linguistically diverse families and that strengthen interpersonal ties that cross institutional, ethnic, family and cultures in order to enhance the educational outcomes for English Learners (Mapp, 2003; Horvat, Weininger & Lareau, 2003).<sup>13</sup>

This chapter addresses three major topics in regard to the engagement of parents of English Learners in their children's education. The first part of the chapter describes parent participation in governance at the school and district level through the English Learner Advisory Committee (ELAC) and the District English Learner Advisory Committee (DELAC). This is followed by a description of the Parental Exception Waiver process, including how the schools will ensure that parents are adequately informed about initial and annual waivers, appeal rights, and how student placement is accomplished. This part of the chapter builds on the information on program options and waivers in Chapter 2. The final section of the chapter presents a description of activities designed to help parents support their child's school success and advocate for their children in the schools and community.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS (continued on next page)

#### I-EL 01: Parent Outreach and Involvement

I-EL 1. The LEA must implement outreach to parents or guardians of English learners that includes the following: (a) The LEA sends notice of and holds regular meetings for the purpose of formulating and responding to the parents' recommendations. (20 United States Code (U.S.C.) § 7012 (e)(2).) (b) The LEA provides training activities to parents on how they can be involved and become active participants in assisting their children to: 1. Attain English proficiency 2. Achieve at high levels in core academic subjects 3. Meet challenging state academic content and achievement standards expected of all students (20 U.S.C. § 7012 (e)(1).)

<sup>&</sup>lt;sup>13</sup> Horvat, E., E.B. Weininger., & A. Lareau. (Summer 2003). From Social Ties to Social Capital: Class Differences in the Collaboration Between Schools and Parent Networks. *American Educational Research Journal*, 40(2), 319-351.

Mapp, K.L. (2003). Having their say: Parents describe why and how they are engaged in their children's learning. *School Community Journal*, 13(1), 35-64.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS (continued)

#### I-EL 02: Translation of Information for Parents

I-EL 2. The LEA must provide parents or guardians with information on school and parent activities in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318 (e)(5).)

2.1 When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, all notices, reports, statements, and records sent to parent or guardian of such students must be written in English and the home language. (*California Education Code (EC)* § 48985; 5 *California Code of Regulations (CCR)* § 11316.)

#### I-EL 04: English Learner Advisory Committee (ELAC)

I-EL 4. A school site with 21 or more English learners must have a functioning English Learner Advisory Committee (ELAC) that meets the following requirements: (a) Parent members are elected by parents or guardians of English learners. (5 CCR § 11308(b).) (b) Parents of ELs constitute at least the same percentage of the committee membership as their children represent of the student body. (64001(a), 5 CCR § 11308(d).) (c) The ELAC shall be responsible for assisting in the development of the school-wide needs assessment, and ways to make parents aware of the importance of regular school attendance. (5 CCR § 11308(c)(2), (d).) (d) The ELAC shall advise the principal and staff in the development of a site plan for ELs and submitting the plan to the school site council for consideration of inclusion in the Single Plan for Student Achievement (SPSA). (EC § 64001(a).) (e) The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities. (5 CCR § 11308(d).)

4.2 The ELAC has the opportunity to elect at least one member to the DELAC or participants in a proportionate regional representation scheme when there are 31 or more English learner parent advisory committees in the district. (5 CCR § 11308(b).) (EC §§ 35147, 52176(a), 62002.5.) (20 U.S.C. § 6318(c)(5), 20 U.S.C. § 7012)

#### I-EL 05: District English Learner Advisory Committee-DELAC

I-EL 5. A LEA with more than 50 English learners must have a functioning DELAC or a subcommittee of an existing district committee in which at least 51 percent of the members are parents of English learners and not employed by the district.

5.1 The DELAC must advise the school district governing board on all of the following tasks: (a) Development of a district master plan for educational programs and services for English learners that takes into consideration the Single Plan for Student Achievement. (5 CCR § 11308(c)(1).) (b) Conducting of a district-wide needs assessment on a school-by-school basis. (5 CCR § 11308(c)(2).) (c) Establishment of district program, goals, and objectives for programs and services for English learners. (5 CCR § 11308(c)(3).) (d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements. (5 CCR § 11308(c)(4).) (e) Review and comment on the LEA's reclassification procedures. (5 CCR § 11308(c)(6).) (f) Review and comment on the written notifications required to be sent to parents and guardians. (5 CCR § 11308(c)(7).)

5.2 The LEA must provide training materials and training, planned in full consultation with committee members, appropriate to assist members in carrying out their legal advisory responsibilities. (5 CCR § 11308(d).)

#### VI-EL 17: Language Program Options and Parent Choice

17.0 Language acquisition programs may include, but are not limited to, all of the following:

(a) School districts and county offices of education must, at a minimum, provide ELs with a structured English immersion (SEI) program. (EC § 305[a][2].) SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (EC § 306[c][3].)

- (b) Dual –language immersion programs that provide integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding (EC § 306[c][1].)
- (c) Transitional or developmental programs for ELs that provide instruction to students that utilizes English and a student's native language for literacy and academic instruction and enables an EL to achieve English proficiency and academic mastery of subject matter content and higher order skills, including critical thinking, in order to meet state-adopted academic content standards. (EC § 306[c][2].)
- 17.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. "Language acquisition programs" refers to educational programs designed to ensure English acquisition as rapidly and as effectively as possible and provide instruction to students on the state-adopted academic content standards, including the ELD standards. The language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language (EC § 306(c).)
- 17.2 School in which the parents or legal guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible, based upon the requirements in Section 305. (EC § 310[a].)

#### **Parent Advisory Committees**

Oxnard School District has several approaches for systematically involving parents of English Learners (ELs) in the education of their children. These are established at the district and site level and include opportunities for parents of English Learners to collaborate with District staff and provide recommendations for district wide plans focused on serving English Learners, including Local Control and Accountability Plan (LCAP), Title III, School Site Council, Single Plans for Student Achievement (SPSAs), Local Educational Agency Plan (LEAP) Program, and SAFE Schools.

#### **English Learner Advisory Committee (ELAC)**

As stipulated in California Education Code<sup>1</sup>, each school with 21 or more English Learners must establish a functioning English Learner Advisory Committee (ELAC). ELACs are not decision making counsels nor do they approve expenditures from any funding source; however, they provide valuable input and advice on school decisions and use of funding sources dedicated to English Learners.

#### Legal References (California Department of Education website:

http://www.cde.ca.gov/ta/cr/elac.asp)

- California Education Code, sections 35147 (c), 52176 (b), and (c), 62002.5, and 64001 (a)
- California Code of Regulations, Title 5, Section 11308 (b), (c), and (d)

#### **ELAC Requirements**

- 1. Members will be chosen by election. All parents/guardians of English Learners have an opportunity to vote to elect the officers.
- 2. Members will receive materials in their home language and training related to carrying out their legal responsibilities.
- 3. The ELAC advises the principal and staff on programs and services for English Learners using academic performance measures.
- 4. The ELAC shall assist the school in the development or review of:
  - a. School's Single Plan for Student Achievement
  - b. School's needs assessment
  - c. School's annual language census

- d. Ways to make parents aware of the importance of regular school attendance
- e. Ways to meet the social and academic needs of ELs
- f. Ways to improve communication with the parents and the broader community
- 5. At its first or second meeting of the year, the ELAC will elect one representative and one alternate representative to the District English Learner Advisory Committee (DELAC).
- 6. The ELAC maintains recorded minutes and agendas.
- 7. The site principal and the Executive Director of English Learner Services will annually review the implementation of ELAC in order to ensure that all requirements are met by each school.
- 8. Each school will actively encourage all English Learner parents to consider election to ELAC and DELAC and/or to participate in ELAC and DELAC meetings even if not a formal representative.

#### **ELAC Election Process**

Elections for ELAC will be conducted annually at the school site before September 30 each year. Members will serve for two years, with half the membership elected each year. Membership composition must reflect the percentage of English Learners in the school. Membership will include parents and school staff (fewer than the number of parents). Each ELAC committee shall have a minimum of five members and a maximum of ten members, exclusive of the site principal or designee. Once ELAC officers are elected, each ELAC shall elect one representative and one alternate representative to the DELAC. If an ELAC member must be replaced during the year, the replacement will serve for the remainder of the year. At the beginning of the following year, an election must be held to fill the position.

<b>ELAC Implementation - Role</b>	es and Responsibilit	ties
-----------------------------------	----------------------	------

Table 8.1 ELAC Roles and Responsibilities			
Principal	ELAC	ELAC	ELAC
	Chairperson	Parliamentarian	Secretary
<ul> <li>Establishes ELAC</li> <li>Schedules at least six regular ELAC meetings and announces meetings in advance (within 72 hrs.)</li> <li>Coordinates meetings, communication and documentation to and from District's Department of English Learner Services</li> <li>Serves as a voting member</li> <li>Arranges agenda planning meetings with ELAC Chairperson</li> <li>Arranges childcare</li> <li>Reviews required written communication</li> <li>Submits ELAC minutes and agendas to the Department of English Learner Services</li> <li>Reports English Learner placement in different program types, number of waiver requests received,</li> </ul>	Meets with site principal to plan agenda  Presides over all meetings  Follows Robert's Rules of Order  May request that site principal conduct meetings	Assumes all ELAC Chairperson's roles and responsibilities when Chairperson is absent  Oversees that members follow Robert's Rules of Orders	Assumes all ELAC Chairperson's roles and responsibilities when both Chairperson and Vice Chairperson are absent Takes minutes

#### **ELAC Training Requirements**

Each year, the school/district will provide all ELAC members with appropriate training, materials and information needed to carry out their responsibilities and duties. The site principal will provide an overview of roles and responsibilities, and the district will provide further appropriate training, including information about the relation between ELACs and the DELAC, and the responsibility of ELAC representatives to the DELAC to act as liaisons between the two groups. ELAC members will provide input into the selection of the following required training topics:

- Review of Robert's Rules of Order
- SPSA development and implementation, including analysis of student data to make recommendations about allocation of funding based on identified needs
- The design and development, content, purpose and results of a school-by-school, districtwide needs assessment
- Data included in the annual Language Census EL, IFEP, and RFEP populations, reclassification, instructional program participation, staffing – and the implications for student achievement
- Attendance patterns and trends, in addition to school and district attendance policies
- Initial identification, reclassification and placement of English Learners.

- Monitoring procedures for the academic progress of reclassified (RFEP) students.
- Categorical budgets including appropriate use of funds and supplemental services to address the identified needs of English Learner and RFEP students.
- Overview of effective methodology that fosters language acquisition and academic content knowledge of ELs

#### **District English Learner Advisory Committee (DELAC)**

California Education Code requires each California public school district to form a District-level English Learner Advisory Committee (DELAC) or subcommittee of an existing district-wide advisory committee, based on enrollment of fifty-one (51) or more English Learners (CDE, 2015). Parent participation in DELAC is proportionately determined by the total number of English Learners enrolled within the district. Parents or guardians of English Learners not employed by the district must constitute a majority membership (51 percent or more).

After the site ELAC memberships have been established, the committee must elect a Representative and Alternate to participate in the District English Learner Advisory Committee (DELAC).

It is the goal of the Oxnard School District to ensure that parents of English Learner (EL) students have a meaningful opportunity to participate in the policy making processes that guide District programs and services to address the language needs of these students. Studies have consistently shown that parental involvement can have a direct positive impact on increasing the academic achievement level of their children. The Board recognizes that parents of EL students, working together with school staff and the community, can serve as a vital resource in improving our schools and neighborhoods in general.

#### **DELAC Training Requirements**

The district will provide all DELAC members with appropriate training, materials and information needed to carry out their responsibilities and duties, including the responsibility of site ELAC representatives to take back information from the DELAC meetings to the ELAC members. DELAC members will have input into the selection of the following required training topics:

- Review of Robert's Rules of Order
- Standardized assessment data results and implications
- Annual staffing report on the number of certified and non-certified teachers instructing English Learners.
- English Learner program options and the waiver process.
- Comprehensive information about the development and implementation of the Local Educational Agency (LEA) plan and its relation to the Master Plan for ELs
- The design and development, content, purpose and results of a school-by-school, district-wide needs assessment
- Goals, rationale, structure and outcomes of the instructional programs for English Learners in the district
- Data included in the annual Language Census EL, IFEP, and RFEP populations, reclassification, instructional program participation, staffing – and the implications for student achievement
- Criteria and procedures for reclassification of EL's and monitoring of RFEP students
- Notifications for parents of EL's (Enrollment, Notification of Test Results, Annual Notifications, Title III Annual Measurable Achievement Objectives, or AMAOs)

#### **Annual Notification**

The parent will receive an Annual Notification (EL-10 CELDT Annual Parent Notification Form), of program options and their child's options for program placement in the coming year. Parents may request an initial or continuing waiver at this time. Parental consent is necessary for changes in program.

In addition, general information about the district's placement options will be made available yearround at the school sites and district offices. This information will include an overview of the programs, placement and waiver procedures, and names and phone numbers of contact.

#### **Program Placement**

The student is assigned to an appropriate program based on assessment data, with great deference given to the parent's request. If the parent selects an alternative program, then the parent must complete the appropriate request form.

Placement-related procedures include the following:

- 1. According to the California Education Code Sec. 310-311, when 20 or more students at a given grade level of the same language receive an approved request form, the school is required to offer an Alternative Program.
- 2. Schools that do not reach the threshold of 20 or more students with approved requests as listed above, but have some lesser number of such students, must inform their parents in writing of programs offered at other school sites within the district.
- 3. Program requests received after the 30 calendar days may be approved and placement made in existing classes that have openings, either at the child's neighborhood school or another school that has an opening. If no openings exist, the child will be placed on a waiting list. The waiting lists will be maintained for the current school year in the Enrollment Center files.
- 4. If the alternative program requested by the child's parents is not available in the child's neighborhood school, the parent is offered a place in the requested program at another school.
- 5. Once a student has been enrolled in a program, he/she should not be moved to another program without review and action by a school monitoring team, and informed parental consent.

#### **Home-School Collaboration**

Communication Processes Communication with parents of ELs in their primary language is essential to foster parent support, involvement and engagement. Translation and interpretation services are provided by staff from the district's Educational Services Department and individual school sites. Under state law, schools must provide written communication in the primary language of the parent when fifteen percent (15%) or more of the students speak a language other than English as indicated on the Language Census Report (R-30). This includes all written communications sent to a parent or guardian, including, but not limited to IEPs, progress reports, discipline notices, other parent notifications, meeting/conference materials, and ELAC/DELAC agendas/minutes. In addition, the District recognizes that under federal law, a school must ensure that all parents, including those who speak low incidence languages, receive meaningful access to important information. Important written information such as IEPs must be translated even when less than 10% of the student population speaks the language of a parent. In cases where families are not literate in their native language, oral communication will be provided.

The District provides written notification to parents of all EL students concerning the following:

- Initial identification
- Program options
- Program placement
- Progress expectations for each grade level
- Annual ELPAC level and CAASPP scores
- Reclassification criteria
- Promotion requirements for 8<sup>th</sup> graders

Each school year, parents of EL students are informed of their child's progress in ELD and core content areas on the regular student report card for their grade level. In addition, EL student progress toward meeting the District's minimum progress expectations for English Learners is discussed at the elementary level during an individual parent-teacher conference and at the secondary level on an annual basis through parent meetings with designated site staff.

*Translation* Oral communications with parents may be provided in the parent's primary language. Translation, by trained interpreters, can be made available for school and district meetings. School sites maintain current lists of staff who are interpreters for Special Education related purposes.

The district employs full time translators in Spanish and Mixteco. Services are provided on an as needed basis.

#### **Volunteering in Classrooms During the School Day**

The district recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The district encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program. Guidelines for volunteering in the Oxnard School District are referenced in Board Policy AR1240.

#### **Decision Making**

Parents are crucial in participating in the decision making process of the educational needs of the Oxnard School District students. The Local Control and Accountability Plan requires that every district a set annual performance goals in response to the eight state priorities. Specific actions and plans are delineated to achieve these goals, including parent involvement. The new law describes parent involvement as "the efforts a school district makes to seek parent input in making decisions for the school district and each individual school site, and including how the school district will promote parental participation in programs for... pupils... with exceptional needs." (LCFF, EC Section 52060-52077). Through involvement in ELAC, DELAC and other site/district committees, parents of ELs have opportunities to provide input in the decision making process.

## Activities to Help Parents Effectively Assist their Children toward Educational Success and Advocate for their Children within the School and Community

The following goal has been established: Parents of English Learners at all schools in the Oxnard School District will participate meaningfully in the education of their children. The following types of activities may be carried out at the district or site levels to further this goal. This list is not all-inclusive.

- 1. Communication is facilitated by the availability of translation services (see requirements for translation under Communication section above).
- 2. Parent meetings should be held at convenient meeting times, with child care, and translation services provided.
- 3. Parent training on a variety of topics related to English Learners i.e. parent advocacy, cultural proficiency, academic support, social/emotional support.
- 4. The district office maintains a list of county and community services in an effort to assist in the coordination of resources for parents.
- 5. Site Outreach Consultants act as liaisons between families and county and community services to coordinate resource for parents.



### Program Evaluation and Accountability



#### **Chapter 9: Program Evaluation and Accountability**

#### **Overview**

This chapter begins with an overview of program evaluation and accountability for English Learner programs. The specific district goals for English Learners and the evaluation questions are detailed, and metrics are referenced for each goal. The chapter concludes with a description of the collective responsibilities of individuals and groups, in order to make clear their roles in English Learner accountability. Accountability work is everyone's responsibility. This includes students, parents and all personnel at the school and district levels—teachers, counselors, paraeducators and administrators. Rather than considering evaluation as an annual event, we consider it to be part of our daily work. We are all accountable for ensuring that programs are optimally effective. All district personnel are required to follow the procedures specified in this Master Plan.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

#### IV. Standards, Assessment, and Accountability

- 13.0 A program evaluation shall be provided by the LEA and shall be used to determine:
- (a) Necessary improvements to programs and activities for which Title III funds have been used for LEP and immigrant students
- (b) The effectiveness of programs and activities in assisting ELs to attain proficiency and to meet academic achievement and content standards
- (c) Whether to eliminate specific EL activities proven to be ineffective
- (d) The degree to which, within a reasonable amount of time:
  - i. ELs are attaining English language proficiency comparable to that of average native speakers of English in the district
  - ii. EL students' academic results indicate that ELs are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703[f], 6841[b],[c]; Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011; EC § 64001[f].)

# The English Learner Coordinating Council, a Key Mechanism for EL Accountability

The Executive Director of English Learner Services in consultation with the Superintendent convenes and leads the English Learner Coordinating Council. This council is designed to ensure that district stakeholders have a mechanism to plan and coordinate for optimal programs and for the success of English Learners. The Council is comprised of the Assistant Superintendent of Educational Services, the Executive Director of English Learner Services, Director of Dual Language Programs, Director of Curriculum, Instruction and Accountability, Assistant Superintendent of Human Resources, representatives of the California School Employees Association (CSEA), the Oxnard Support Services Association (OSSA) and the Oxnard Educators Association (OEA), and outside evaluators and specialists. Others participate, as needed (for example, the Directors of Special Education, Business, Transportation, etc.).

The English Learner Coordinating Council meets regularly to discuss topics pertaining to the implementation of programs for English Learners in the district. The Council also:

- 1. Reviews strategies, ideas and suggestions for EL programs as well as a focus group for collaborative problem-solving;
- 2. Provides a forum to evaluate and determine that practices, resources, and personnel are being used effectively to implement the district's programs for ELs;
- 3. Reviews data on the performance of ELs;
- 4. Contributes to the review of the Annual Evaluation Report;
- 5. Ensures communication and integration as we continue to bring clarity, consistency, compliance and continuing improvement to the district's programs for English Learners.

#### **Evaluation Design and Goals**

The district conducts an annual evaluation of programs and services for English Learners. The programs and services described throughout this English Learner Master Plan are structured around six goals: (1) program implementation; (2) parental participation; (3) ELs mastery of English; (4) ELs academic achievement; (5) Monitoring "at risk" categories; and (6) EL progress in alternative programs. Several evaluation questions guide the data inquiry, and the analysis cycle for each of the goals and evaluation activities focus on these evaluation questions.

Goals	Design- Goals and Evaluation Questions  Evaluation Questions	Evidence	
1. EL programs are fully implemented			
2. Parents of ELs and RFEPs participate meaningfully in their children's education	<ul> <li>2.1 Are parents of ELs and RFEPs as likely as parents of EOs to participate in school activities (parent-teacher conferences, volunteer in class, etc.)?</li> <li>2.2 Is the rate of parent engagement increasing at meetings and parent conferences?</li> <li>2.3 What measures are used to ensure that parents are knowledgeable about EL program placement, language acquisition and their child's academic progress?</li> </ul>	Instructional Schedule Review Sign-in sheets Meeting Agendas Surveys Parent Trainings i.e. ELPAC, EL Master Plan	
3. All ELs will master English	<ul> <li>3.1 Are ELs acquiring English language proficiency at a rate that is consistent with EL program expectations?</li> <li>3.2 Are 75% or more of ELs reaching reasonable fluency on the ELPAC in 5 years or less?</li> <li>3.3 Is the number of LTEL students in grades 5 through 8 decreasing by 5% annually?</li> </ul>	ELPAC assessment results District developed Summative Assessment results Reclassification Data ELSSA Language Appraisal Team Monitoring	
4. ELs will achieve academic success comparable to EOs	4.1 Are EL students who are currently receiving ELD services progressing academically relative to program goals or expectations? 4.2 Are EL and RFEP performing academically at a rate that is consistent with EOs? 4.3 Is there an increase in the percentage of ELs obtaining "C" or better in core courses in intermediate grades? 4.4 Are ELs proportionally represented in Special Education and GATE referrals?**	CAASPP ELA, Math (grades 3-8) District report cards Participation rates in electives and extracurricular activities such as Art, Music, Sports (intermediate grades) District developed Summative Assessments Special Education and Gate data	
5. Rates for ELs and RFEPs in categories indicating risk for school failure are no greater than those for EOs	5.1 Are ELs and RFEPs overrepresented in the following categories: Excessive absences and tardiness Suspensions, expulsions, other discipline Retentions in grades K-6 Special Education Dropouts Percent standards "Not Met" or "Nearly Met" on CAASPP FOR GATE ONLY: Under represented 5.2 Is there an annual decrease in the percentage of ELs and RFEPs for each of the risk factors defined above?	Attendance Records Student Records CAASPP ELA, Math (grades 3-8) Special Education and Gate data	
6. Students enrolled in alternative programs will master language skills in Spanish as well as English	6.1 What percentage of all students (ELs, IFEPs, RFEPS, EOs) participating in these programs score standards "Met" or "Exceeds" in reading/language arts and mathematics on the Spanish versions of the state standards test?  6.2 What percentage of all students (ELs, IFEPs, RFEPS, EOs) participating in these programs score at the "Met" or "Exceeds" proficiency level in English Language Arts and Mathematics on the California Standards Tests?  6.3 What percentage of all students (ELs, IFEPs, RFEPS, EOs) qualify for the Oxnard School District Seal of Bi-literacy Pathway Award?	Spanish version of state standardized test CAASPP ELA, Math (grades 3-8) Bi-literacy Pathway Award Records	

<sup>\*\*</sup>The state criteria for annual progress on the CELDT are: for students at level 1-3 overall, gain of one level per year; for students at Level 4 overall, gain on subtest until all are at Level 3 or higher (i.e., reasonable fluency); for students at reasonable fluency, maintenance of that status until reclassified.

#### **Monitoring Program Implementation**

District and site-level staff will routinely monitor implementation of all English Learner programs. The primary goal of the monitoring is to ensure that every school in the district has effective and compliant research-based programs for English Learners. The monitoring process is designed to:

- Establish high expectations for all students and provide a framework for ensuring that student and organizational outcomes are achieved;
- Promote full involvement of all stakeholders (administrators, teachers, parents, students) in all
  phases of planning, implementation and evaluation activities;
- Provide for high levels of coordination between district-level and site-level improvement efforts;
- Ensure that program evaluation is an integral part of school improvement initiatives and activities;
- Provide a basis for review and modification of the English Learner Master Plan every three to five years.

Data are collected and analyzed in order to determine program effectiveness. Data analysis processes and procedures are guided by data inquiry elements that include cycles of monitoring, evaluation and accountability in order to inform and improve curriculum, assessments, and instruction. District and site-level leadership are prepared to guide this process with an emphasis on the implementation of research-based strategies and programming for English Learners.

School principals are responsible for the daily, site-level implementation of the English Learner Master Plan. Throughout the academic school year, principals complete sections of the Principal's Assurances Checklist (EL-11 Principal's Assurances Checklist) for English Learner Program Services and submit them to the Executive Director of English Learner Services according to the timeline indicated on the checklist. This facilitates ongoing communication the Executive Director of English Learner Services, and assists in the monitoring of consistent implementation of this Master Plan throughout the school district. The Executive Director of the English Learner Services Department reviews all Principals' Assurances checklists at the end of the academic year.

English Learner progress in English language proficiency and academic achievement will be monitored and analyzed as part of the program evaluation. Additionally, data will be collected and analyzed for categories indicating risk for school failure such as suspensions, expulsions, other disciplinary actions, retentions, special education referrals, and Student Study and Language Appraisal Team referrals. English Learner progress in alternative programs will be monitored to review benchmarks for English Learners for the mastery of language skills in Spanish and English proficiency.

Table 9.2 provides an overview of the evaluation design goals and corresponding sources of evidence as well as the monitoring timeline and person(s) responsible.

Table 9.2 Moni	toring Program Im	plementation		
GOAL	EVIDENCE	DATA COLLECTION	MONITORING TIMELINE	PERSON(S) RESPONSIBLE
1. English Learner programs are fully implemented	Principal Assurances Checklist  EL Program Reviews Meeting Agendas Surveys	Ia. Document Reviews Home Language Survey, alternative program waiver, program placement, reclassification and reclassification follow up Principal's Assurance Checklist Program Evaluation Data Collection Form  1b. District-facilitated self-reviews aligned with	1a. Annually  1b. Rotating cycle based on FPM review timelines.	1a. Site Administrator  District Leadership under the Direction of the Executive Director of EL Services  1b. Site Administrator District Leadership under the Direction of the Executive Director of EL
2. Parents of ELs and RFEPs participate meaningfully in their children's education.	Sign-in sheets  Meeting Agendas  Surveys	FPM process  2a. Principal's Assurances for EL Programs Checklist  2b. Sign-in Sheets, Meeting Agendas, Surveys	2a. and 2b. On-going based on required parent meetings and regularly scheduled parent community engagement activities	Services  2a. Site Administrator District Leadership under the Direction of the Executive Director of EL Services  2b. Site Administrator
3. All ELs will achieve full proficiency in English.	ELPAC assessment results  District developed Summative Assessment results ELSSA	3a. ELPAC Results 3b. District developed Summative Assessment Results 3c. Analysis of ELPAC growth – ELSSA by school, language group, and program	3a. Annually  3b. According to assessment timelines (see Chapter 4)  3c. Annually	3a., 3b. and 3c. District Leadership under the Direction of the Executive Director of EL Services Site Administrators Teachers

GOAL	EVIDENCE	DATA COLLECTION	MONITORING	PERSON(S)
		TIMELINE		RESPONSIBLE
4. ELs will achieve academic success comparable to EOs.	CAASPP ELA, Math (grades 3-8)  District-adopted standardized assessments  District report cards (intermediate)  Participation rates in electives and extracurricular activities such as Art, Music, Sports (intermediate)	4a. CAASPP performance data in ELA and Mathematics with Cross-sectional profiles of performance by ELPAC level as well as disaggregation of data by school, grade level and language group	4a. Annually for statemandated assessment; On a trimester basis aligned to grading cycles for report cards.	4a. Site Administrator  District Leadership under the Direction of the Executive Director of EL Services
5. Rates for ELs and RFEPs in categories indicating risk for school failure are no greater than those for EOs	Attendance Records Student Records CAASPP ELA, Math (grades 3-8)	5a. Data on suspensions, expulsions, other disciplinary actions, retentions, special education referrals, Student Study Teams, and GATE referrals	5a. Annually	5a. Site Administrators  District Leadership under the Direction of the Executive Director of EL Services
6. Students enrolled in alternative programs will master language skills in Spanish as well as English	Spanish version of State Standardized Tests  CAASPP ELA, Math (grades 3-8)  Bi-literacy Pathway Award Records	6a. Analysis of English Learner reading and mathematics scores on CAASPP scores in ELA and Mathematics, and district developed summative assessments  6b. Analysis of Spanish version of State Standardized test and district-adopted summative assessments	6a. 6b. Annually, fall semester.	6a – 6c. Site Administrators  District Leadership under the Direction of the Executive Director of EL Services
		6c. Bi-literacy Pathway Award Criteria	6c. Annually, spring	

#### **Student Benchmark Expectations**

Oxnard School District has identified <u>minimal</u> student benchmark expectations for English Learners enrolled in all program options (See Chapter 3 for detailed description of program options). These benchmarks allow for the collection and examination of student-level data sources

that contribute to the overall analysis of program effectiveness as described above. The following data will be analyzed to monitor and support normative progress for all English Learners in Oxnard School District:

- State-mandated English language proficiency scores (ELPAC)
- District-adopted English Language Development benchmark assessment
- State-mandated, standardized CAASPP assessments (English Language Arts and Math)
- District English Language Arts and Math benchmarks aligned to the Common Core State Standards
- District English writing benchmark assessments

For English Learners in Alternative programs, the following additional data sources will be used to monitor and support normative progress:

- State-mandated, standardized Spanish assessments (Spanish Language Arts and Math)
- District benchmarks aligned to the Common Core State Standards (Spanish Language Arts and Math)
- District Spanish writing benchmark assessments

Given that the state of California is preparing to transition to the new ELPAC assessment, Oxnard School District will continue to apply the interim RFEP criteria of a CELDT score of Early Advanced or Advanced in combination with "Nearly Met" or "Met" scores on district ELA benchmarks and/or the CAASPP assessment to reclassify students. The minimum expectation for progress in English Language proficiency is one year's growth on the ELPAC, and to attain academic proficiency on the CAASPP assessments and/or district benchmarks within five years of entering U.S. schools. Students who have been enrolled in Oxnard School District for at least six years and haven't met the reclassification criteria will be considered Long-Term English Learners (LTELs). Students who do not meet the minimum progress benchmarks may be supported within the district's MTSS system and may be candidates for review by the Language Assessment Team (LAT) – see Chapter 4 for detailed information.

Table 9.3 Expected Benchmarks for English Learners						
MINIMALLY EXPECTED BENCHMARKS for English Learners by year enrolled						
Years in Program	1	2	3	4	5	6
ENGLISH LA	NGUAGE PRO	OFICIENCY (7	All English Lea	rners)		
ELPAC	I Beginning	II Early Intermediate	III Intermediate	III High Intermediate	IV Early Advanced	V Advanced
	Early Emerging	Exit Emerging	Early Expanding	Exit Expanding	Early Bridging	Exit Bridging
ELD District Benchmark Assessment	Early Emerging	Early Emerging	Early Expanding	Exit Ex	panding	Bridging
ENGLISH AC	ADEMIC ACI	HIEVEMENT (	(All English Le	arners)		
English: CAASPP – ELA	Standards Not Met		Standards Not Me	/	Standards Nearly Met	Standards Met/Exceeded
English: CAASPP – Math	Standards Not Met		Standards Not Me	t	Standards Nearly Met	Standards Met/Exceeded
English: District Reading Benchmark	Standards Not Met		Standards Not Met S			Standards Met/Exceeded
English: District Writing Assessment	0-1 Standards Not Met	1-2 Standards Not Met			3 Standards Nearly Met	3-4 Standards Met/Exceeded
English: District Math Benchmark	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
SPANISH AC Bilingual Prog		HIEVEMENT (	English Learne	ers in Dual Lan	guage and Trai	nsitional
State Standardized Spanish Language Arts Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
State Standardized Spanish Math Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Reading Benchmark	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Writing Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Math Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded

# **Using Program Effectiveness Information to Improve Implementation and Modify the Program**

The evaluation data gathered and the analyses performed provide a rich source of information on program implementation and outcomes. The data will be used at the district and site levels.

#### **Site Level Use of Information**

The self-review materials will assist sites to determine strengths and areas of need in their programs, and to make adjustments accordingly. Site level reports identifying progress toward proficiency goals will be provided in order to assist school staff in identifying students in need of greater support. Individual teachers and grade level teams (departments at the middle school level) will use the English Learner Program Evaluation Data Collection Tool (EL-12 English Learner Program Evaluation Data Form) to monitor program implementation. After gathering data regarding program implementation, the site team will develop an action plan in the Single Plan for Student Achievement for professional development that establishes site needs, long-term goals and types of training experiences that are needed to improve instruction. The site professional development for teachers of English Learners should be clearly articulated with the overall district plan for professional development, and should include prioritization and support. Classroom visitations conducted by district personnel and site administrators will provide an additional perspective on implementation of recommended instructional practices. Annual improvement objectives and timelines will be established. This information will be included in the school's Single Plan for Student Achievement.

Site level student outcomes will be compared to district goals for English Learners. This information will be used to plan for improved implementation of the English Learner programs. The data reviewed and conclusions reached in the process of site level planning will be shared with the site ELAC members.

#### **District Level Use of Information**

At the district level, the annual analyses of student outcomes will determine the level of effectiveness of English Learner programs. Using site self-review data will enable district staff to identify areas of strength and target areas in need of improvement on a district-wide basis. After gathering data regarding program implementation, the ELCC will develop an action plan for professional development that establishes district needs, long-term goals and types of training experiences that are needed to improve instruction. The district plan for professional development for teachers of English Learners should be clearly articulated with the overall district plan for professional development, and should include prioritization and support. This will provide a foundation for program improvement planning, including professional development priorities and plans, in future years. An annual evaluation report on English Learner Programs will be shared at a regular meeting of the Board of Education in the fall of each school year. Data from the annual evaluation will also be shared with DELAC members. The report will focus on the extent to which programs have been implemented and an analysis of student performance specified by the indicators in Table 9.3.

#### District Infrastructure for Local Accountability and Responsibility

The District infrastructure allows for ensuring that ELs in Oxnard School District receive increased or improved services, in addition to core services in order to bolster language and literacy development. The district leadership will incorporate the recommendations from California's *ELA/ELD Framework* (Chapter 11 - Figure 11.7, pp. 992-993). All district personnel are responsible for the education of English Learners and for the success of EL programs. As such, designated roles are under the auspices of the Superintendent and Assistant Superintendent of Educational Services. The Executive Director of English Learner Services provides district-wide leadership and consults with the Superintendent and Assistant Superintendent of Educational Services to coordinate services. District-wide decision-making and support systems address the education of English Learners as a priority and as such all directors are responsible for supporting ELs in Oxnard School District. Table 9.4 outlines key responsibilities at the district and site-level as part of the commitment to students and to parents as active partners in the education process.

#### Table 9.4: Evaluation and Accountability: Roles and Responsibilities

NOTE: Positions and staffing are reviewed on an annual basis. District-level and site-level leadership responsibilities for English Learner services remain a priority.

Role	Responsibilities					
Student	<ul> <li>Attends school daily, arrives on time, and works for high achievement</li> <li>Participates in school activities</li> <li>Communicates regularly with parents, teachers and support staff</li> </ul>					
Parent	<ul> <li>Monitors and promotes EL's progress in academics, homework, attendance, and behavior through:</li> <li>Support for ELs in activities to promote student achievement</li> <li>Regular communication re: student progress with student, teachers and school</li> <li>Attendance at parent conferences and school functions (e.g., Back to School Night, conferences)</li> <li>Participation in school committeesELAC, Site Council. etc.</li> </ul>					
Classroom Teacher	<ul> <li>Implements specific EL programs as described in the English Learner Master Plan and provides instruction that aligns with state frameworks and district/state standards</li> <li>Ensures delivery of appropriate ELD instruction</li> <li>Monitors EL's progress, reviews school/district data, uses data to modify instruction, reviews content and ELD standards and assessment procedures.</li> <li>Determines/implements differentiated strategies for ELs and RFEP students</li> <li>Advocates for support services for students not meeting standards and benchmarks who may be at risk of retention or who require interventions in order to reach goals</li> <li>Attends team meetings and informs parents of progress and strategies to support students in meeting standards</li> <li>Uses data to understand and respond to student needs</li> </ul>					
Principal	<ul> <li>Monitors all aspects of staffing for and instruction in EL programs, according to the Master Plan</li> <li>Monitors all procedures and legal requirements pertaining to ELs at the school</li> <li>Monitors placement of ELs and oversees reclassification process</li> <li>Reports periodically to district administration on implementation of EL programs and services</li> <li>Leads and participates in the analysis and use of data to facilitate student progress monitoring</li> <li>Provides leadership in all aspects of the educational program</li> <li>Provides leadership and responsiveness in working with parents and community through structures such as the English Learner Advisory Committee (ELAC)</li> </ul>					
Assistant Principal	Assists the principal in administration and monitoring of programs and services to English Learners					
Teacher on Special Assignment (TOSA)	<ul> <li>If assigned to a school site:</li> <li>Adheres to district policy and direction in support of English Learner programs</li> <li>Supports site administrator by monitoring student progress</li> <li>Serves as a resource for the Student Study Team and the Language Appraisal Team (LAT)</li> <li>Provides input on staff development opportunities and needs for teachers of ELs</li> <li>Provides technical assistance and coaching support to teachers</li> <li>Assists with data collection and surveys</li> <li>Provides support and resources for parents of English Learners</li> <li>If assigned to the English Learner Services Department:</li> <li>Provides expertise in English Language Development, primary language instruction, and student monitoring and programs</li> <li>Assists with document reviews and has lead responsibility for supporting in-depth reviews</li> <li>Supports parent involvement (Parent Conferences, workshops, ELAC/DELAC)</li> <li>Visits assigned schools regularly and provides differentiated support to schools based on EL program implementation needs</li> <li>Supports site TOSA with EL-related duties</li> </ul>					
Academic Counselor (Intermediate School)	<ul> <li>Assists with initial placements, using the Master Plan for ELs as a guide</li> <li>Monitors progress of ELs toward meeting language and academic benchmarks</li> <li>Assists with interpretation of student assessments, and collaborates with teachers, the site TOSA and others in devising individual program modifications and interventions, as needed</li> </ul>					

Role	Responsibilities
District English Learner Advisory Committee (DELAC) English Learner	<ul> <li>Reviews district-level data on program effectiveness and student achievement on an annual basis to frame recommendations for program improvement for the following year as part of its advisory role</li> <li>Reviews the Annual Language Census report</li> <li>Advises on issues relevant to English Learners in the District</li> <li>Works with other District committees</li> <li>Reviews site-level data on program effectiveness and student achievement on an annual basis to frame</li> </ul>
Advisory Committee (ELAC)	recommendations for program improvement for the following year as part of its advisory role  Reviews the Annual Language Census report  Advises on issues relevant to English Learners at the site  Works with other site committees
Superintendent	<ul> <li>Evaluates district goals relative to the LEA and Title III Plans, including implementation of the English Learner Master Plan, student achievement, professional development, and evaluation and accountability</li> <li>Consults with the Executive Director of English Learner Services regarding EL Coordinating Council</li> </ul>
Assistant Superintendent of Educational Services	<ul> <li>Collaborates with and supports Superintendent</li> <li>Oversees compliance procedures relative to EL programs</li> <li>Analyzes district and school site data</li> <li>Provides overall support for EL Programs</li> </ul>
	<ul> <li>Meets with principals and administrators to review plans, program modifications, timelines for implementation, and support services for school site</li> <li>Oversees data collection, provides analysis, and presents reports</li> <li>Prepares annual EL evaluation report together with the Executive Director of English Learner Services</li> <li>Collaborates with district staff and parent groups on annual program evaluation</li> </ul>
Executive Director of English Learner Services	<ul> <li>Supports sites in implementing the EL Master Plan</li> <li>Monitors implementation of Master Plan, Evaluation Plan, and Monitoring Plan</li> <li>Reviews district and site EL data</li> <li>Monitors and supports implementation of the Title III Plan</li> <li>Monitors the instructional materials used in the classroom delivery of ELD and core curriculum to English Learners</li> <li>Develops work plan for, supervises, and works closely with TOSAs assigned to EL Services</li> <li>Meets with principals to review site plans for services to ELs</li> <li>Monitors compliance and EL procedures at the site and district levels</li> <li>Works with other district-level administrators (Directors of Curriculum, Instruction, &amp; Accountability; Special Education; Pupil Services; etc.) to provide ongoing training for site TOSAs, teachers, instructional assistants, and support staff (e.g., administrative assistants and school office staff)</li> <li>Works with Assistant Superintendent of Human Resources to ensure timely recruitment, hiring and training of teachers for EL assignments</li> <li>Monitors assessments used for evaluation of EL progress</li> <li>Prepares the EL annual evaluation report</li> <li>Shares results of evaluation with all stakeholders, including DELAC</li> <li>In consultation with the Superintendent, Chairs the English Learner Coordinating Council</li> </ul>
Language Programs	<ul> <li>Supports sites in implementing the EL Master Plan as it relates to Dual Language Programs</li> <li>Monitors implementation of Master Plan, Evaluation Plan, and Monitoring Plan as it relates to Dual Language Programs</li> <li>Reviews district and site Dual Language EL data</li> <li>Monitors the instructional materials used in the Dual Language Programs</li> <li>Meets with principals to review site plans for services provided to students in Dual Language Programs</li> <li>Works with other district-level administrators (Directors of Curriculum, Instruction, &amp; Accountability; Special Education; Pupil Services; etc.) to provide ongoing training for site TOSAs, teachers, instructional assistants, and support staff (e.g., administrative assistants and school office staff)</li> <li>Works with Assistant Superintendent of Human Resources to ensure timely recruitment, hiring and training of teachers for Dual Language Program assignments</li> </ul>

Role	Responsibilities
Assistant Superintendent of Human Resources	<ul> <li>Recruits and monitors placement of EL staff in collaboration with principals and the Executive Director of English Learner Services</li> <li>Arranges/Publicizes English Learner or Bilingual Authorization training and other needed staff development to ensure implementation of Master Plan for ELs in collaboration with the Executive Director of English Learner Services</li> <li>Monitors credentials of all personnel working with English Learners</li> </ul>
Community Liaison (Outreach)	Supports English Learners and develops relationships with parents and community

# Chapter TEN

### **Resource Allocation**



#### **Chapter 10: Resource Allocation**

#### **Overview**

This chapter provides an overview of the funding considerations for effective implementation of English Learner programs. The following topics are addressed in this chapter: (1) Local Control Funding Formula; (2) Budgetary Decision Making Processes for ELs; (3) Expenditure Alignment; (4) Types of Funding and Allowable Expenditures.

#### FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

#### III-EL 11: Supplement, Not Supplant, with Title III

III-EL11. General fund resources must be used to provide services and programs for English learners, including English language development and access to the core curriculum. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.

#### **III-EL 12: Time Accounting Requirements**

- III-EL12. The LEA must properly assess charges for direct or indirect costs of Title III LEP and immigrant funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee.
- 12.1 Each employee paid in part from Title III and in part from a second funding source, or an employee paid from multiple cost objectives, must complete a Personnel Activity Report (PAR) each pay period, or an approved sampling method must be used. (2 *CFR* 200. 430)
- 12.2 Employees funded solely under Title III must complete a semiannual certification of such employment. (2 *CFR* §§200.61-62, 200.302, 200.430[a][i]; *EC* § 52853(a)(7).

## **Local Control Funding Formula**

California's new Local Control Funding Formula (LCFF)<sup>14</sup> was signed into law in 2013. It proposed a new school finance system that is intended to provide more local control and a more equitable school finance system while allowing local districts the flexibility to determine how best to meet student needs with targeted attention to increase or improved services for low income students, English Learners (ELs) and foster youth for supplemental and concentration funds.

The Local Control Accountability Plan and Annual Update Template requires school districts to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

## **Oxnard School District Budget Decision Making Processes**

Oxnard School District is committed to allocating sufficient funds to fully implement the English Learner Master Plan. Funds are allocated following the mandates prescribed by the Education Code, state regulations and district policies. Title III and other categorical funds are used to supplement the base educational program and not to supplant general fund monies.

The core program is supported by the general fund. Expenditures are audited annually by the district's Business Office and by external auditors.

The following process is used to develop plans for program operations and improvement, and the consequent allocation of funds.

- 1. The *School Board* approves the district *Superintendent's Goals and Objectives*. This is a plan to meet the needs of all students.
- 2. The Principal coordinates development of the Single Plan for Student Achievement (SPSA)

<sup>&</sup>lt;sup>14</sup> Local Control Funding Formula (AB 97, SB 91, and SB 97); Local Control Accountability Plan (Education Codes 52060- 52077)

and prioritization of needs based on data. The Principal is expected to align the SPSA to the district LCAP. The SPSA is reviewed with ELAC and approved by the School Site Council.

- 3. Site and District Advisory Committees take the following roles:
  - The School Site Council develops, reviews, updates and approves the SPSA.
  - ELAC members may advise and provide input on the SPSA.
  - DELAC provides input on the LCAP.

The LCAP development process begins in February of each year and is adopted in the June Board meeting. The process starts with an in-depth review of progress towards previously set actions and services. Timelines for LCAP development are posted after the initial meeting. A month is allotted to develop and administer parent, student and staff surveys. The survey results are examined; actions and services are created and a meeting is set to consider final draft revisions, editing and translations. The LCAP is posted for public review and presented to the Board of Trustees at a study session. The updated LCAP is presented for adoption to the governing board.

Each fall, the district and site budgets are shared with the DELAC and site ELACs. In the spring, in preparation for the development of each school's SPSA and the District Title III plan, information on anticipated allocations is provided to the DELAC and site ELACs.

## **English Learner Master Plan Alignment to Expenditures**

The English Learner Master Plan will be aligned programmatically and fiscally to major policy, planning and budgeting documents used at the district and site levels, including but not limited to:

- 1. Oxnard School District Board Policies
- 2. District Board and Superintendent Goals
- 3. LEA Plan
- 4. Local Control Accountability Plan (LCAP)
- 5. Title III Corrective Action Plans

- 6. Single Plans for Student Achievement (SPSA)
- 7. Federal Program Monitoring (FPM) items
- 8. Other relevant federal, state and local directives

#### **General Fund Resources**

The district uses the General Fund to provide the base program for all students. Emphasis has been placed on aligning instruction to the Common Core State Standards (CCSS) by adopting standards-based materials approved by the California State Board of Education. Core materials in English Language Arts, English Language Development and Mathematics offer effective strategies to provide differentiated ELD by proficiency level. The base program includes district adopted ELD materials that provide equitable access to the core curriculum to improve English language proficiency, as well as academic achievement. For grades TK-5 the ELA core curriculum includes designated ELD and instructional materials in Spanish for those students in the Transitional Bilingual Education (TBE) and Dual Language (DL) programs. Funding is used for core curricular materials, instructional supplies, administrator and teacher salaries, and other district services as well as multi-tiered, data-based instruction, and monitoring and intervention programs to improve and evaluate the base program.

## **Supplemental Funds**

Both the state and federal governments provide supplemental funds that are used to support programs and services for English Learners. These funds must not be used to replace or supplant the base program. The district receives Title I, Title III and LCFF funds allocated exclusively to benefit English Learners. The funding for English Learners is based on annual needs assessments with a focus on designing, implementing and monitoring language acquisition and academic achievement as delineated and aligned to the Single Plan for Student Achievement (SPSA).

The table below provides information on several important sources of supplemental funds.

Table 10.1a Major Categorical Programs: Funding Sources and Allowable Expenditures		
	Title 1, Part A*	LCFF
Funding Source Description	A federal program that provides supplementary funds to help improve instruction in high poverty schools to ensure all students meet state academic standards and narrow the achievement gap.	A state program requiring increased or improved services for English Learners
Students to be Served	English Learners performing in the Standards "Not Met" and Standards "Nearly Met" Achievement Levels on CAASPP	English Learners
Support Personnel	<ul> <li>Reading/Math/ELD Coaches</li> <li>Intervention teachers</li> <li>Instructional Assistants</li> </ul>	<ul> <li>Reading/Math/ELD Coaches</li> <li>Intervention teachers</li> <li>Instructional Assistants</li> <li>Multilingual parent advisor</li> <li>Multilingual community liaison</li> </ul>
Support of Other Core Subject Areas		<ul> <li>Instructional materials and equipment</li> <li>Professional development</li> </ul>
Capacity Building/Professional Development	<ul> <li>Academic Conferences</li> <li>Training</li> <li>Consultants</li> <li>Principal Coaching</li> <li>Teacher Stipends</li> <li>Teacher Substitutes</li> <li>Training Materials/Resources</li> <li>Duplication</li> <li>Conferences/Workshops that support school plan goals</li> </ul>	<ul> <li>Academic Conferences</li> <li>Training</li> <li>Consultants</li> <li>Principal Coaching</li> <li>Teacher Stipends</li> <li>Teacher Substitutes</li> <li>Training Materials/Resources</li> <li>Duplication</li> <li>Conferences/Workshops that support school plan goals</li> </ul>

Table 10.1a Major Categorical Programs: Funding Sources and Allowable Expenditures		
	Title 1, Part A*	LCFF
School Climate, Parent Engagement, Family Support and Learning Environment	Set aside 1% of Title I allocation for parent involvement activities  Food for parent meetings and trainings  School Site Council expenditures  Parent training/education opportunities  Parent workshops  Speakers for parent workshops  Duplication  Parent support materials  Translation  Support Personnel:  Attendance incentives and home visits  Parent Advisor/Community Liaison  Parent Orientations  Kinder Academy and Pre-K Articulation  Attendance Clerk  Student Outreach Worker  School Nurse/Paraeducators  Counselor/Therapist  Healthy Start	Set aside 1% of Title I allocation for parent involvement activities  Food for parent meetings and trainings  School Site Council expenditures  Parent training/education opportunities  Parent workshops  Speakers for parent workshops  Duplication  Parent support materials  Translation  Support Personnel:  Attendance incentives and home visits  Parent Advisor/Community Liaison  Parent Orientations  Kinder Academy and Pre-K Articulation  Attendance Clerk  Student Outreach Worker  School Nurse/Paraeducators  Counselor/Therapist  Healthy Start
Appropriate Expenditure Examples	<ul> <li>Extended day/year for targeted students</li> <li>Supplemental instructional materials that support standards and core program</li> <li>Specialized and targeted interventions</li> <li>Primary language instruction/support</li> <li>Academic interventions</li> </ul>	<ul> <li>Extended day/week/year for targeted students</li> <li>Supplemental instructional materials and equipment</li> <li>Primary language instruction/support</li> <li>Primary language materials</li> <li>Targeted interventions to accelerate reclassification of ELs</li> <li>Support for reclassification process</li> <li>Support for language assessments</li> <li>Support for monitoring academic progress of all students</li> </ul>

#### **Inappropriate** Supplanting general funds Supplanting general funds **Expenditure Examples** Strategies not based on Regular teachers scientific research or with no Food for staff meeting data to support increased Capital outlay achievement Regular teacher Food for staff meetings Table 10.1b Major Categorical Programs: Funding Sources and Allowable Expenditures **Funding Source** Title III **Immigrant Education** A federal program that provides A federal program providing funding to enhance the education supplemental funds to of ELs. This funding is directly Support high-quality and associated with the state goals to comprehensive educational ensure that ELs make annual programs for migratory children progress toward English language to help reduce the educational proficiency (AMAO 1), achieve disruptions and other problems and maintain English proficiency that results from repeated moves. (AMAO 2), and make yearly Ensure that migratory children progress in English Language Arts receive full and appropriate and Mathematics (AMAO 3). **Funding Description** opportunities to meet the same challenging. State academic content and student academic achievement standards that all children are expected to meet. Overcome migratory, cultural and language barriers, social isolation, various health-related problems, and help children to make successful transition to post-secondary education or employment. Students who qualify for Migrant Students to be Served English Learners, K-12 Services and who are identified as Priority for Service

Support Personnel  Table 10.1b Major Cat	<ul> <li>Reading/Math/ELD Coaches</li> <li>Intervention teacher</li> <li>Instructional Assistant</li> <li>Multilingual parent advisor</li> <li>Multilingual community liaison</li> <li>tegorical Programs: Funding So</li> </ul>	<ul> <li>Migrant Teachers</li> <li>Instructional Assistants</li> <li>Teachers on Special Assignment</li> <li>Peer coaches</li> <li>urces and Allowable Expenditures</li> </ul>
<b>Funding Source</b>	Title III	Immigrant Education
Appropriate Expenditure Examples	<ul> <li>Examples of Expenditures f</li> <li>Provisions of supplemental         <ul> <li>"high quality language</li> <li>instruction educational</li> <li>programs"</li> </ul> </li> <li>Provision of high quality         <ul> <li>professional development to</li> <li>classroom teachers, principals,</li> <li>administrators and other</li> <li>school or community-based</li> <li>organizational personnel</li> </ul> </li> <li>Upgrading program objectives         <ul> <li>and effective instructional</li> <li>strategies</li> </ul> </li> <li>Improving the instructional         <ul> <li>program for ELs by</li> <li>identifying and acquiring</li> <li>supplemental curricula,</li> <li>instructional materials, and</li> <li>educational software to be</li> <li>used afterschool, for</li> <li>intervention and Saturday</li> <li>school</li> </ul> </li> </ul>	<ul> <li>Extended day/year for targeted students</li> <li>Supplemental instructional materials that support standards and core program</li> <li>Specialized and targeted interventions and professional development</li> <li>Supplemental instructional materials and equipment</li> <li>Primary language materials and professional development</li> <li>Academic interventions and professional development</li> </ul>
Inappropriate Expenditure Examples	Supplanting general funds	<ul> <li>Supplanting the base program</li> <li>Delivering the core instructional program (i.e., the migrant teacher provides the core curriculum for students) or providing required academic guidance to migrant students</li> <li>Administering required summative or formative assessments (i.e. administering CAASPP assessments, CELDTs, etc.)</li> </ul>

## **Resource Allocation Monitoring**

At the school-site level, all expenditures must be aligned to the SPSA. Documentation showing evidence of how the programs are funded and aligned to the goals of the SPSA is maintained. All SPSAs are reviewed by the Educational Services and Business Departments. The School Site Council supports the review of expenditures. The Assistant Superintendent of Educational Services and the Business Department oversee and monitor site-level expenditures.

At the district level, monitoring of funds guides the designated and effective use of allocated resources to ensure coherence with established federal, state, and district guidelines. Expenditures are monitored by each department according to the designated actions and services detailed in the LCAP.

The district and school sites follow a budget process to ensure transparency of expenditures for all stakeholders. The district ensures that all schools are compliant in spending EL designated funds to maximize the impact of the core and supplemental services for ELs.

Glossary



# **Glossary of Terms**

#### **Alternative Program**

A program option for English Learners whose parents choose to waive the requirement to participate in a program that is almost all in English. The Alternative Program models in the Oxnard School District include Transitional Bilingual Education and Dual Language Immersion.

#### **AMAO**

Annual Measurable Academic Objective An accountability measure related to the education of English Learners. AMAO targets, having to do with progress in acquiring English fluency and academic achievement as measured by the California standardized assessments. Title III of the Elementary and Secondary Education Act (ESEA) sets AMAOs, or targets, that local educational agencies (LEAs) receiving Title III funds must meet, which in part are based on English language proficiency results. Districts receiving federal Title III funds and failing to meet these targets for 2 or more successive years are subject to state review.

#### **Bilingual Authorization**

Teachers of English Learners (ELs) must hold an appropriate document or authorization for content instruction delivered in primary language, English language development, and specially designed academic instruction delivered in English. The California Commission on Teacher Credentialing (CCTC) specifies approved bilingual authorizations, including documents such as:

- (1) **BCC.** *Bilingual Certificate of Competence*. A teaching credential that certifies teachers to work with students in bilingual classrooms.
- (2) **BCLAD.** Bilingual, Cross-cultural, Language and Academic Development authorization. Authorizes the holder to provide: English Language Development (ELD); Specially Designed Academic Instruction in English (SDAIE); instruction in the primary language; and instruction for primary language development.

#### **Bilingual Alternative Program**

An alternative to a mainstream or Structured English Immersion program, featuring some form of bilingual education. See reference to *Alternative Program* above.

#### **CAASPP**

California Assessment of Student Performance and Progress

The state mandated summative assessment. Student performance in grades 3-8 is assessed in English Language Arts, Mathematics and Science (5<sup>th</sup> & 8<sup>th</sup> only)

#### **CDE**

California Department of Education

#### **CELDT**

California English Language Development Test. A state test required of all English Learners. Given to students when they first enter a California school (Initial administration), and annually thereafter each fall (Annual administration). The CELDT measures limited English proficient students' achievement of the California English Language Development (ELD) Standards in kindergarten through grade twelve (K-12). Three purposes for the CELDT are specified in state law: (1) identifying students as limited English proficient; (2) determining the level of ELP for students who are limited English proficient; and (3) assessing the progress of limited English proficient students in acquiring the skills of listening, speaking, reading and writing in English. NOTE: The California Department of Education expects to transition to a new English proficiency assessment system by operationalizing the English Language Proficiency Assessments for California (ELPAC) in the near future (see CDE website for more information).

#### **CUM**

Child's Cumulative Record is a vital pupil record and legal document that is to be maintained in perpetuity as mandated by the California Education Code. It serves as an introduction to the student's next teacher, counselor, or administrator. Reliable information accurately recorded will improve communication about the student from teacher to teacher and school to school. This publication provides instructions for counseling office procedures and responsibilities as they pertain to the maintenance and transfer of student records.

#### **DELAC**

District English Learner Advisory Committee An advisory committee that advises the district's governing board on programs and services for English Learners.

#### **Designated English Language Development**

The California English Language Arts/English Language Development Framework defines Designated ELD as "a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build *into and from content instruction* in order to develop critical English language skills, knowledge abilities needed for content learning in English." It is a systematic, explicit component of the English Learner's total educational program and critical to the success of the District's Comprehensive ELD Program.

#### **Dual Language Programs**

Dual Language Programs offer students the opportunity to become bilingual and bi-literate by developing advanced language/ literacy skills in two languages. The goal is acquisition of

academic proficiency in two languages, English and the English Learners' primary language, together with mastery of academic core content. Instruction is in English and the primary language. Students continue to participate in the program after attaining English fluency, in order to continue to develop strong primary language skills and cultural proficiency.

#### EL

English Learner English Learner students are those students for whom there is a report of a primary language other than English on the state-approved Home Language Survey and who, on the basis of the state approved oral language (grades kindergarten through grade twelve) assessment procedures and literacy (grades three through twelve only), have been determined to lack the clearly defined English language skills of listening comprehension, speaking, reading, and writing necessary to succeed in the school's regular instructional programs. Other terms are sometimes to describe English Learners, including LEP (Limited-English-Proficient), a term still used in federal legislation, and ELL (English Language Learner).

#### **EL Folder**

This is a folder that contains all relevant information regarding the language and academic progress of English Learners. Stored in the student's Cumulative Record folder at the school the student attends.

#### **ELA**

English Language Arts

#### **ELAC**

English Learner Advisory Committee A committee that advises the principal and school staff on programs and services for English Learners.

#### **ELD**

English Language Development English-Language development is a specialized program of English language instruction appropriate for the English Learner (EL) student's (formerly LEP students) identified level of language proficiency. This program is implemented and designed to promote second language acquisition of listening, speaking, reading, and writing. ELD is comprised of **Designated ELD and Integrated ELD** (see definitions in glossary of terms). Links to the ELD standards are available on the CDE ELD Standards Web page at <a href="http://www.cde.ca.gov/sp/el/er/eldstandards.asp">http://www.cde.ca.gov/sp/el/er/eldstandards.asp</a>

#### **ELSSA**

English Learner Subgroup Self-Assessment An instrument developed by the State Department of Education for use by districts in Program Improvement status under Title III of the federal No Child Left Behind program. Title III provides funding for English Learners.

#### **English Learner Authorization**

According to the California Commission on Teacher Credentialing (CCTC), the English Learner Authorization and CLAD (Cross-Cultural, Language and Academic Development) Certificate authorize instruction to English Learner students for English Language Development (ELD) and Specially Designed Academic Instruction in English (SDAIE). Visit the CTC website for information on other approved authorizations to teach ELs.

#### English Language Mainstream (ELM) Program

The goal for English Learners in the ELM program is to develop academic proficiency in English. Instruction is overwhelmingly in English. However, special support options are provide for English Learners as needed.

#### **Enrollment Center**

Enrolls and assesses English Learners, K–8, at the time they first enter district schools.

#### EO

English Only student. A student with no home language other than English.

#### **FPM**

Federal Program Monitoring A state review process focused on determining whether a district's programs are in compliance with federal and state law and regulations.

#### **Front Loading**

It involves the students accessing prior knowledge about the new content, learning essential vocabulary that will be used throughout the lesson and using their prior knowledge and new vocabulary to develop predictions.

#### **GATE**

Gifted and Talented Education Students who are enrolled in a public elementary or secondary school and are identified as possessing demonstrated or potential abilities that give evidence of high performance capability, and enrolled in Gifted and Talented Education (GATE). High performance capability is defined by each school district governing board. Each district shall use one of more off the following categories in defining the capability: Intellectual, creative, specific academic, leadership, high achievement, performing and visual arts talent, or any other criterion proposed by the district and approved by the State Board of Education in the district's GATE application.

#### HLS

Home Language Survey Federal and state law require schools to determine the language used in the home of each student. The purpose of the HLS is to help identify students in need of ELD services. Based on the responses on the HLS, students may be tested with the CELDT to determine their level of ELP. The HLS form is to be completed by the student's parent or guardian at the time of first enrollment in a California public school. A sample is available on the CDE English Learner Forms Web page at <a href="http://www.cde.ca.gov/ta/cr/elforms.asp">http://www.cde.ca.gov/ta/cr/elforms.asp</a> Given to each parent at the time of the student's initial enrollment.

#### **IEP**

Individualized Education Plan

#### **IFEP**

*Initially Fluent English Proficient* Students with a primary language other than English who took the CELDT within 30 calendar days of enrollment in a U.S. public school and who met the criterion for English Language proficiency are identified as IFEP.

#### **Integrated English Language Development**

Integrated ELD is defined in the California English Language Arts/English Language Development Framework as "ELD taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs' linguistic and academic progress." It is one of the components of the English Learner's total educational program and critical to the success of the District's Comprehensive ELD Program.

#### L1

The language that has been identified as the student's primary or home language.

#### L2

The second language the student acquires (usually refers to English).

#### **Language Census (Form R30-LC)**

The Language Census (form R30—LC) is an annual data collection that takes place in March and is used by the California Department of Education (CDE) to collect the following categories of data: number of English Learner students (EL) and fluent-English-proficient (FEP) students in California public schools (kindergarten through grade twelve) by grade and primary language; the number of EL students enrolled in instructional settings or receiving services by type; the number of students redesignated from EL to RFEP from the prior year; and the number of certified staff members providing instructional services to EL students.

Annual language census report.

#### LAT

Language Appraisal Team This team is responsible for monitoring the progress of English Learners. They provide oversight and guidance in the following areas: 1) Monitor and review of ELs language and academic development 2) Review overall and annual representation of ELs in Special Education services 3) Review EL instructional program placement, progress, and intervention, and 3) Monitor progress of RFEP students.

#### **LCAP**

Local Control and Accountability Plan This plan is mandated as part of the Local Funding Control Funding Formula, or LCFF. It is a planning tool for districts in the State of California to show how they will improve student outcomes and performance- especially for low income students, English Learners and foster youth.

#### **LEA**

Local Education Agency An LEA is a government agency that supervises local public primary and secondary schools in the delivery of instructional and educational services. LEAs include school districts, county offices of education, special state schools, and independent public charter schools.

#### **LEP**

*Limited-English-Proficient* LEP is a federal designation of an individual who does not speak English as the primary language and who is not proficient in listening, speaking, reading, or writing in English.

#### LTELS

Long Term English Learner English Learners who are enrolled in any of grades 6 to 12, inclusive, has been enrolled in schools in the United States for six years or more years, has remained at the same English Language proficiency level for two or more consecutive years as determined by the English Language Development Test identified or developed pursuant to Section 60810, or any successor test, and scores far below basic or below basic on the English language arts standards-based achievement test administered pursuant to Section 60650, or any successor test.

#### **MTSS**

Multi-Tiered System of Supports A whole-school, data-driven, prevention-based framework for improving learning outcomes for EVERY student through a layered continuum of evidence-based practices and systems

#### Newcomer

A student who is a recent immigrant to the United States (i.e., has been in U.S. schools for less

than 12 months).

#### **OCR**

Office for Civil Rights

#### **Parent Initiated Inter-District Transfer**

A procedure that allows parents in the district equal access to enroll their child(ren) in the school of choice.

#### **Parental Exception Waiver**

Parents or legal guardians must apply in writing and in person, annually. The waiver application is a request that the child be transferred to classes where they are taught in English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law.

#### **Primary Language (L1)**

The primary language is the language that is identified for K-12 students at the local level from information gathered on the Home Language Survey to determine whether a student should be assessed with the California English Language Development Test (CELDT). The primary language, also known as "native language," or "home language" should be identified only once during the course of a student's school career and should never change.

#### **Primary Language Instruction**

Primary language (L1) instruction refers to lessons taught directly and primarily in the primary language by a qualified teacher and supported by corresponding written materials in the primary language.

#### **Primary Language Support**

Primary language support is instructional support provided through the English Learner (EL) student's (formerly LEP students) primary language. This support does not take the place of academic instruction through the primary language but may be used to clarify meaning and facilitate student comprehension of academic content area concepts taught mainly through English.

#### Reclassification

Reclassification is the local process used by LEAs to determine whether a student has acquired sufficient English language fluency to perform successfully in academic subjects without ELD

support. California Education Code (EC) Section 313(f) specifies the four criteria that must be used when making reclassification decisions locally.

#### **RFEP**

Reclassified Fluent-English-Proficient. Students with a primary language other than English who were initially classified as English Learners, but who have subsequently met the LEA criteria for English Language Proficiency and are determined to be RFEP.

EC Section 323(f) specifies four criteria that LEAs must use in reclassifying students from English Learner to RFEP. The four criteria are: (1) Assessment of ELP, which in California is the CELDT. (2) Teacher evaluation of a student's academic performance, which can be based on the student's report card grades, grade point average, or other measure that LEAs use to determine students' academic performance. (3) Parent opinion and consultation, which involves parents or guardians, if possible, in a discussion about their child's ELP and meeting the guidelines for reclassification. (4) Comparison of performance in basic skills against an empirically established range of performance in basic skills.

#### **SDAIE**

Specially Designed Academic Instruction in English An approach to teach academic courses to English Learner (EL) students (formerly LEP students) in English. It is designed for nonnative speakers of English and focuses on increasing the comprehensibility of the academic courses typically provided to FEP and English-only students in the district. Students reported in this category receive a program of ELD and, at a minimum, two academic subjects required for grade promotion or graduation taught through (SDAIE).

#### Second Language (L2)

The second language a student learns.

#### SEI

Structured English Immersion Classes where EL students who have not yet met local district criteria for having achieved a "good working knowledge" (also defined as "reasonable fluency") of English are enrolled in an English language acquisition process for young children in which nearly all classroom instruction is in English but consists of a curriculum and presentation designed for children who are learning the language.

#### **SSC**

School Site Council Advises the principal on development of the school plan, including allocation of funds. SSC has the power to approve the school plan before it is sent to the Governing Board.

#### **SST**

Student Study Team A committee of teachers, administrators and the parent that is convened to determine whether a child is in need of and eligible for Special Education services. The SST continues to meet periodically to review the student's progress in the program.

#### **Structured English Immersion**

Classes where EL students who have not yet met local district criteria for having achieved a "good working knowledge" (also defined, as "reasonable fluency") of English are enrolled in an English language acquisition process for young children in which nearly all classroom instruction is in English but consists of a curriculum and presentation designed for children who are leaning the language.

#### **Transitional Bilingual Education**

Transitional Bilingual Education provides content area instruction in the native language while teaching English. The goals of this program are to ensure that students (1) meet grade level content and performance standards; (2) develop skill and proficiency in reading at grade level in Spanish; (3) become fully proficient in English, including listening, speaking, reading and writing; and (4) successfully move to the English Language Mainstream program.

#### **UDL**

*Universal Design for Learning* Strategies implemented in all classrooms. The aim of UDL is to give students an equal opportunity to learn by using a variety of teaching methods that diminish barriers to learning and provides the flexibility to interact with the curriculum in different ways.

Forms



# **Forms**



Forms DRAFT 2-20-18

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 4/18/18
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	
	ack Agreements #17-209, #17-210, and #17-211 Inc. to provide Lease-Lease-Back Construction nanhoat/Fateh/CFW)

At the meeting of November 1, 2017, the Board of Trustees ("Board") approved the selection of Viola Inc., to provide preconstruction and construction services utilizing the Lease Leaseback ("LLB") method of delivery to construct a modular two-classroom building at the existing Brekke Elementary School site.

At the time that these agreements were executed, it was determined that the Guaranteed Maximum Price ("GMP") for the construction of this facility would be negotiated after DSA approval of the design.

The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.

#### **FISCAL IMPACT**

The Lease-Leaseback Agreements provide for the construction of a new modular building consisting of two classrooms at Brekke as reflected in the Flewelling and Moody DSA approved architectural plans for a total Guaranteed Maximum Price ("GMP") of:

<u>Seven Hundred Thirty-Seven Thousand Nine Dollars and Twelve Cents (\$737,009.12)</u> to be paid out of Master Construct and Implementation Funds.

All expenditures related to the proposed agreements will be cost coded to Brekke Kindergarten Project under the object code 06270 – Main Construction Costs.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-209, #17-210 and #17-211, with Viola Inc., to provide Construction Services related to the Brekke Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

### **ADDITIONAL MATERIAL(S):**

#### Attached:

- Amendment #1 to LLB Agreements #17-209, #17-210 and #17-211 Viola Inc. (2 Pages)
- Exhibit A CSA #17-209 (5 Pages)
- Exhibit B CSA #17-209 (4 Pages)
- Exhibit A Site Lease #17-210 (1 Page)
- Construction Services Agreement #17-209, Viola Inc. (31 Pages)
- Site Lease Agreement #17-210, Viola Inc. (9 Pages)
- Site Sub-Lease Agreement #17-211, Viola Inc. (14 Pages)

# Amendment#1 to Viola Inc. Lease/Lease-back Documents for the Brekke Kindergarten Project

At the Regular Board Meeting of Wednesday November 1, 2017, the Board of Trustees approved the District to enter into agreements with Viola Inc. for the Brekke Kindergarten Project. Those Documents include; Construction Services Agreement #17-209, Site Lease #17-210 and Sublease #17-211.

The Board of Trustees authorizes the District staff to make the following changes to the agreements for execution:

Construction Services Agreement #17-209, page 5, SECTION 5. <u>ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE</u>, Paragraphs 1 and 2 shall be replaced with the following:

"The "GMP" for the Project shall be Seven Hundred Thirty-Seven Thousand Nine Dollars and Twelve Cents (\$737,009.12). The GMP consists of (1) No Preconstruction Fee, (2) a Sublease Tenant Improvement fee of Seven Hundred One Thousand Three Hundred Twenty-Nine Dollars and Zero Cents (\$701,329.00) and (3) Sublease Payments in the amount of Five Thousand Nine Hundred Forty-Six Dollars and Sixty-Nine Cents (\$5,946.69) per month for 6 months, for a total lease value of Thirty-Five Thousand Six Hundred Eighty Dollars and Twelve Cents (\$35,680.12) pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

- 2. Construction Services Agreement #17-209, page 5, SECTION 5. <u>ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE</u>, Paragraph 2, line 1, shall also incorporate Exhibit B as part of the Scope of Work.
- 3. Construction Services Agreement #17-209, page 11, SECTION 12 PERSONNEL ASSIGNMENT, in Paragraph A; "Patrick Waid" shall be inserted in the two blank lines.
- 4. Construction Services Agreement #17-209, "EXHIBIT A", provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes five (5) pages; Bidding Documents Table of Contents (3 pages) and Architectural Drawings Index (2 pages).
- 5. Construction Services Agreement #17-209, "EXHIBIT B", shall incorporate the additional four (4) pages provided in this amendment; Schedule of Values (2 pages) and Bid Sheet (2 pages).
- 6. Site Lease Agreement #17-210, page 9, EXHIBIT A, replace this page with the one (1) page provided in this amendment.
- 7. Site Sublease Agreement #17-211, page 13, EXHIBIT A, paragraph 4, change the annual interest rate to Six Percent (6%).

8. Site Sublease Agreement #17-211, pages 13-14, EXHIBIT A, after paragraph 4, the matrix for Lease Payment Amounts shall be amended as follows:

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$5,844.41	\$102.28	\$5,946.69
30 days thereafter	\$5,844.41	\$102.28	\$5,946.69
30 days thereafter	\$5,844.41	\$102.28	\$5,946.69
30 days thereafter	\$5,844.41	\$102.28	\$5,946.69
30 days thereafter	\$5,844.41	\$102.28	\$5,946.69
30 days thereafter	\$5,844.41	\$102.28	\$5,946.69

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Amendment effective as of the date first above written.

CONTRACTOR
------------

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

#### THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

By:	By:
Title:	Title: <u>Director</u> , <u>Purchasing</u>
Date:	Date:

#### **TABLE OF CONTENTS**



# **DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS**

00001	Project Title Page
80000	Project Directory
00010	Table of Contents

#### **DIVISION 1 ~ GENERAL REQUIREMENTS**

01 01 00	Summary of the Work
01 01 50	Contractors use of the Premises
01 05 50	Storm Water Pollution Prevention Plan (SWPPP)
01 06 00	Regulatory Requirements
01 20 00	Project Meetings
01 30 00	Submittals
01 31 00	Project Management and Coordination
01 34 00	Shop Drawings & Samples
01 35 00	Special Project Procedures
01 40 00	Testing and Inspection
01 40 50	Additional Conditions for School Construction
01 42 00	Specification Abbreviations
01 42 50	Reference Standards
01 43 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 58 13	Temporary Project Signage
01 63 00	Product Options and Substitutions
01 65 50	Product Handling
01 70 00	Contract Closeout
01 73 50	Selective Demolition
01 77 40	Warranties
01 78 00	Operating and Maintenance Manuals
01 78 50	Project Record Documents
01 79 00	Cleaning
	•

### **DIVISION 2 ~ SITE WORK**

02 11 00	Demolition
02 22 20	Excavation and Backfill for Structures
02 22 50	Site Preparation and Clearing
02 31 00	Excavating, Backfilling, and Compacting for Utilities
02 31 60	Excavating, Backfilling, and Compacting for Pavement
02 31 90	Base Course
02 36 00	Termite Control
02 63 00	Storm Drainage Systems
02 71 00	Asphaltic Concrete Paving
02 72 00	Portland Cement Concrete Paving
02 76 50	Pavement Repair
02 83 10	Chain Link Fences and Gates



#### **DIVISION 3 ~ CONCRETE**

03 31 00

Concrete Work

#### **DIVISION 4 ~ MASONRY**

**NOT USED** 

#### **DIVISION 5 ~ METALS**

05 50 00

Miscellaneous Metal

#### **DIVISION 6 ~ WOOD AND PLASTICS**

**NOT USED** 

### **DIVISION 7 ~ THERMAL AND MOISTURE PROTECTION**

07 90 00

Joint Sealers

#### **DIVISION 8 ~ DOORS AND WINDOWS**

**NOT USED** 

#### **DIVISION 9 ~ FINISHES**

09 26 90

Miscellaneous Patching

09 90 00

Painting

#### **DIVISION 10 ~ SPECIALTIES**

10 14 00

**Identifying Devices** 

10 80 00

Toilet Accessories

#### **DIVISION 11 ~ EQUIPMENT**

**NOT USED** 

#### **DIVISION 12 ~ FURNISHINGS**

**NOT USED** 

#### **DIVISION 13 ~ SPECIAL CONSTRUCTION**

**NOT USED** 

#### **DIVISION 14 ~ VERTICAL TRANSPORTATION**

**NOT USED** 



BREKKE ELEMENTARY SCHOOL SITEWORK FOR NEW KINDERGARTEN-FLEX CLASSROOM BUILDING OXNARD SCHOOL DISTRICT FLEWELLING & MOODY PROJECT NO. 2781-100

#### **DIVISION 21 ~ FIRE SUPPRESSION**

**NOT USED** 

#### **DIVISION 22 ~ PLUMBING**

22 05 00	Common Work Results for Plumbing
22 05 13	Basic Plumbing Materials and Methods
22 05 53	Plumbing Identification
22 10 00	Plumbing

#### **DIVISION 23 ~ HEATING, VENTILATING, AND AIR CONDITIONING**

**NOT USED** 

### **DIVISION 26 ~ ELECTRICAL**

26 05 00	Common Work Results for Electrical
26 05 13	Basic Electrical Material and Methods
26 05 19	Low-Voltage Wires (600 Volt AC)
26 05 26	Grounding and Bonding
26 05 33	Raceways, Boxes, Fittings, and Supports
26 24 16	Panelboards and Signal Terminal Cabinets

#### **DIVISION 27 ~ COMMUNICATIONS**

27 10 00 Structured Telecommunications Cabling and Pathway System

#### **DIVISION 28 ~ELECTRONIC SAFETY AND SECURITY**

28 31 00 Fire Detection and Alarm

#### **DIVISION 31 ~ EARTHWORK**

**NOT USED** 

#### **DIVISION 32 ~ EXTERIOR IMPROVEMENTS**

**NOT USED** 

#### **DIVISION 33 ~ UTILITIES**

33 11 00	Site Water Distribution Utilities
33 30 00	Site Sanitary Sewer Utilities

#### **END OF TABLE OF CONTENTS**



BREKKE ELEMENTARY SCHOOL SITEWORK FOR NEW KINDERGARTEN-FLEX CLASSROOM BUILDING OXNARD SCHOOL DISTRICT FLEWELLING & MOODY PROJECT NO. 2781-100

# **EXHIBIT A**

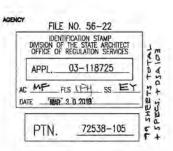
# **Architectural Drawings Index**

OXNARD SCHOOL DISTRICT

# NORMAN R. BREKKE ELEMENTARY SCHOOL

KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

1400 MARTIN LUTHER KING JR. DR, OXNARD CA 93030



A0.01 TITLE SHEET

# ARCHITECTURAL

A0.02	ABBREVIATIONS, SYMBOL LIST, NOTES
	AND LEGENDS
A1.00	OVERALL SITE PLAN
A1.01FA	SITE PLAN FIRE ACCESS
A1.02	PARTIAL DEMOLITION SITE PLAN
A1.03	PARTIAL RECONSTRUCTION SITE PLAN
A1.04	SITE FENCE, GATE & PAVING DETAILS
A1.05	SIGNAGE DETAILS
A2.01	FLOOR PLAN
A3.01	EXTERIOR AND INTERIOR ELEVATIONS,

## PLUMBING

P.1	PLUMBING	FRONT SHEET
P.2	PLUMBING	SITE PLAN

& DETAILS

### ELECTRICAL

F1.0

L 1.0	ELLO ITTIONE TITOTIT OTTEL
E-1.1	ELECTRICAL SINGLE LINE DIAGRAM
E-2.0	ELECTRICAL SITE PLAN
E-2.1	ELECTRICAL FLOOR PLAN
E-3.0	ELECTRICAL DIAGRAMS
FA-1.0	FIRE ALARM FRONT SHEET
FA-1.1	FIRE ALARM RISER DIAGRAM AND CALCS.
FA-21	FIRE ALARM FLOOR PLAN

ELECTRICAL FRONT SHEET

### **FOUNDATION**

## - SEISMIC Ss UP TO 2.80G -

F-2.11	CONCRETE FOUNDATION PLAN - BELOW
	GRADE - CONCRETE FLOOR
F-2.50	CONCRETE FOUNDATION DETAILS - BELOW
	GRADE
F-2.51	FOUNDATION DETAILS - CONCRETE

## STRUCTURAL "HIGH SEISMIC"

13	SEISMIC Ss UP TO 2.80G			
S	5-0.1	STRUCTURAL SPECIFICATIONS		
NS	5-1.11	FLOOR FRAMING PLAN - CONCRETE		
N		FLOOR		
13	S-1.60	FLOOR FRAMING DETAILS - CONCRETE		
N.		FLOOR		
No	S-2.03	ROOF FRAMING PLAN - PARAPET - MONO		
N.	5-2.50	SLOPE ROOF FRAMING DETAILS - MONO SLOPE		
N I	5-2.50 5-2.60	ROOF FRAMING DETAILS - MONO SLOPE		
1 \	5-2.70	ROOF FRAMING DETAILS - PARAPET		
	5-2.90	ROOF FRAMING DETAILS - TRUSS		
NS	5-3.01	BUILDING SECTION - MONO SLOPE ROOF		
NS	5-5.00	WALL FRAMING ELEVATIONS - WOOD		
N.		STUDS		
	5-5.10	WALL FRAMING DETAILS - WOOD STUDS		
NS	5-5.11	WALL FRAMING DETAILS - WOOD STUDS		

# MANUFACTURER'S DRAWINGS

	ARCHITECTURAL			
N	A-0	COVER SHEET		
N	A-0A	T & I FORMS		
N	A-0.0	BUILDING OPTIONS SCHEDULE		
N	A-0.1	SYMBOLS LEGEND, ABBREVIATION,		
		AND ADA SIGNAGE		
N	A-0.2	SCHEDULES		
N	A-0.3	TYPICAL KEY PLANS- 24' TO 120'X40'		
N	A-0.6D	ENERGY CALC'S- ELC FORMS-		
N		120'X40' BUILDING		
N	A-0.6E	ENERGY CALC'S- LTO/MCH FORMS-		
	4 0 05	120'X40' BUILDING É ENERGY CALC'S— LTI FORMS—		
N	A-0.6F	ENERGY CALC'S— LII FORMS—		
N	4 0 7	120'X40' BUILDINGS		
N	A-0.7	DESIGN ENERGY VALUES BY ZONE & CALGREEN SPECIFICATIONS		
H	A-1.03	FLOOR PLAN— 48' TO 120'X40'		
N	A-1.03 A-2.03	REFLECTED CEILING PLAN — 48' TO		
N	A 2.00	120'X40'		
N	A-2.20	CEILING DETAILS - T-GRID		
N	A-2.21	CEILING DETAILS — HARD LID		
N	A-3.33	ROOF PLAN - PARAPET - MONO		
N		SLOPE 48' TO - 120'X40'		
N	A - 3.80	ROOF DETAILS- TPO ROOF		
N	A-4.23	EXTERIOR ELEVATIONS - MONO OR		
N		DUAL SLOPE 48' TO 120'X40'		
N		(PARAPET)		
N	A-5.01	ČROSS SĖCTION – MONO SLOPE –		
N		0.018",B.U., OR TPR ROOF DECK OR		
N	A E 0E	PARAPET CONTON		
N	A-5.05 A-5.51	CROSS SECTION ARCHITECTURAL DETAILS — WOOD		
N	A-5.51	STUD - PLASTER		
N	A-5.70	ARCHITECTURAL DETAILS — FLOOR		
N	A-5.80	ARCHITECTURAL DETAILS -		
	A 0.00	MISCELLANEOUS/OPTIONS		
N	A-5.81	ARCHITECTURAL DETAILS -		
N		MISCELLANEOUS/OPTIONS		
	A-6.03	INTERIOR ELEVATIONS - 48' TO		
1		120'X40'		
ت		HI TO AND ADDRESS OF THE PARTY		

# **PLUMBING**

P-1.01 PLUMBING DETAILS AND SCHEDULE

# MECHANICAL

M-0.1	MECHANICAL	NOTES,	SCHEDULES	AND
	DETAILS			

M-4.01 MECHANICAL PLAN - ROOF MOUNT - 48' TO 120'X40'

M-4.02 MECHANICAL ROOF PLAN - ROOF MOUNT - 48' TO 120'X40'

## **ELECTRICAL**

E-1.03 ELECTRICAL PLAN - 48' TO 120'X40'

# SITE SPECIFIC SHEETS

V		
	A-ON	COVER SHEET
1	A-0.2N	SCHEDULES
N	A-0.6.1N	TITLE 24
1		TITLE 24
1	1	TITLE 24
1		FLOOR PLAN - 48' TO 120'X40'
7		REFLECTED CEILING PLAN - 48' TO
1	7. 2.0011	120'X40'
7	A-4.23N	120 / 100
V	7.2011	SLOPE – 48' TO 120'X40' (PARAPET)
1	A-6.03N	
N	F-2.11N	
1	F-2.11N	CONCRETE FOUNDATION PLAN —
N	E 0.50N	BELOW GRADE — CONCRETE FLOOR
1	F-2.50N	CONCRETE FOUNDATION DETAILS —
1	1.0	BELOW GRADE
1		PLUMBING ISOMETRICS
1	M-4.01N	MECHANICAL PLAN - ROOF MOUNT - 48'
1		TO 120'X40'
1	M-4.02N	MECHANICAL ROOF PLAN - ROOF MOUNT
1		- 48' TO 120'X40'
<b>\</b>		

☐ E-1.03N ELECTRICAL PLAN - 48' TO 120'X40'

## #17-209

# **EXHIBIT B, continued**

### Schedule of Values

DIEKI	ce Elementary Scho	of New Addition Pi	inie Contract
OWNER/CLIENT:	Oxnard School District 1051 South A Street Oxnard, California 93030	CONTRACTOR:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard, California 93031
ARCHITECT/ENGINEER:	Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles , California 90041	DATE CREATED:	04/04/ 2018
CONTRACT STATUS:	Draft	CREATED BY:	Robert Viola (Viola Inc.)
EXECUTED:	No	SIGNED CONTRACT RECEIVED DATE:	
START DATE:	04/20/2018	ESTIMATED COMPLETION DATE:	07/23/2018
DEFAULT RETAINAGE:	5.0%	ACTUAL COMPLETION DATE:	
DESCRIPTION:			
INCLUSIONS:			
EXCLUSIONS:			
ATTACHMENTS:			

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	01-01-10 - Bond	Payment and Performance Bond	Other	\$ 6,531.00
2	01-01-20 - Insurance	Liability Insurance	Other	\$ 10,800.00
3	01-71-13 - Mobilization	Temp office, fencing and Electric	Other	\$ 12,750.00
4	01 - General Requirements	Site Facilities, Supervision, Admin	Other	\$ 124,727.00
5	01-01-30 - Contractor Fee	Profit	Other	\$ 45,454.00
6	03-00-00 - Concrete	Foundation Stemwalls SOG	Commitment	\$ 89,900.00
7	05-50-00 - Metal Fabrications	Metal Fabrications	Commitment	\$ 9,667.00
8	06-10-53 - Miscellaneous Rough Carpentry	Misc Carpentry and Demolition	Commitment	\$ 8,400.00
9	07-92-00 - Joint Sealants	Misc joint sealants at staff restrooms and sitework	Other	\$ 500.00
10	09-24-00 - Cement Plastering	Plaster patch at penetrations	Other	\$ 1,500.00
11	09-29-00 - Gypsum Board	Drywall at Staff bathrooms	Other	\$ 3,200.00
12	09-30-00 - Tiling	Ceramic Tile at Staff Restrooms	Commitment	\$ 11,627.00
13	09-91-00 - Painting	Paint touch up at exterior and staff restrooms	Other	\$ 3,500.00
14	10-14-00 - Signage	Signage at exterior and staff restrooms	Commitment	\$ 3,450.00
15	10-28 - Toilet, Bath, and Laundry Accessories	Bathroom Accessories at Staff Restroms	Commitment	\$ 200.00
16	22-00-00 - Plumbing	Plumbing, site stormdrain, waste, and condensate	Commitment	\$ 53,707.00
17	26-00-00 - Electrical	Electrical, Fire Alarm, Security, PA	Commitment	\$ 101,000.00
18	31-00-00 - Earthwork	Earthwork and Grading	Commitment	\$ 87,365.00
19	32-12-16 - Asphalt Paving	Asphalt and concrete paving	Commitment	\$ 29,926.00
20	32-31 - Fences and Gates	Chainlink and Ornamental Fencing	Commitment	\$ 8,978.00
21	32-84 - Planting Irrigation	Landscape and Irrigation	Commitment	\$ 5,432.00
22	01-21-13 - Cash Allowances	Overtime/Saturday premium time	Other	\$ 20,000.00

# **EXHIBIT B, continued**

			Grand Total:	\$701,329.00
28	01-21-13 - Cash Allowances	Unforeseen Condition Contingiency	Other	\$ 20,000.00
27	01-21-13 - Cash Allowances	CGS Allowance	Other	\$ 20,000.00
26	01-21-13 - Cash Allowances	Accessory Install at Modular interior	Other	\$ 3,240.00
25	01-21-13 - Cash Allowances	DSA Plancheck Corrections	Other	\$ 10,000.00
24	01-21-13 - Cash Allowances	Misc AC and Concrete patch	Other	\$ 6,975.00
23	01-21-13 - Cash Allowances	Flooring Patch	Other	\$ 2,500.00

# #17-209

# **EXHIBIT B, continued**

Bid Sheet

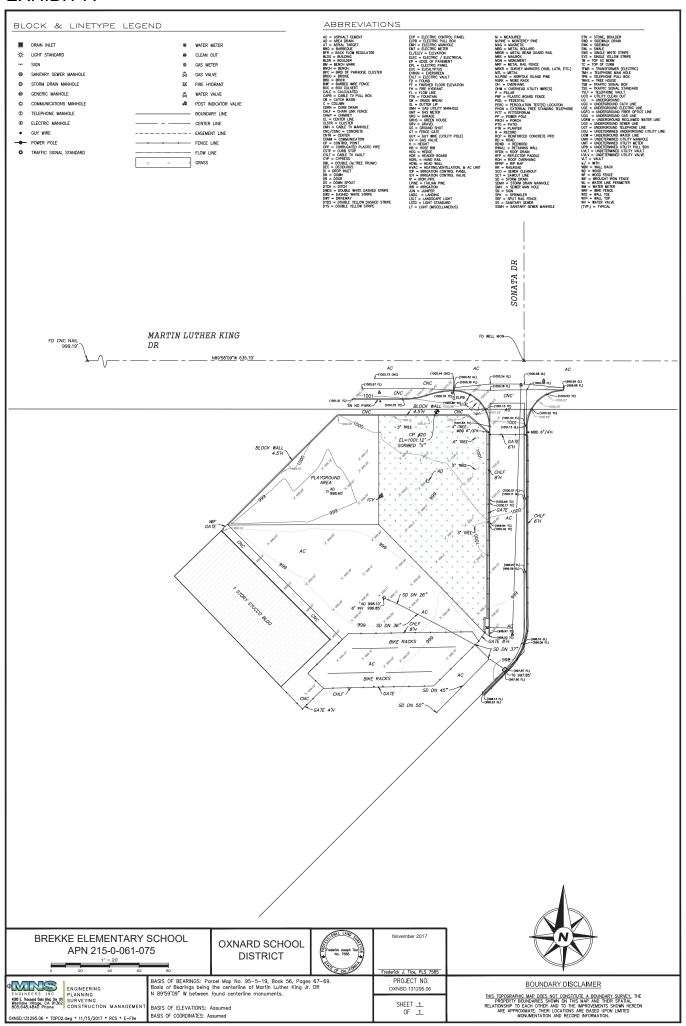
CSI	Spec Section Name	#	Brekke	McAuliffe	Ritchen	Notes
01000	General Conditions	1	140,777	142,411	141,465	see attached
01720	Field Engineering (Survey)	2	7,500	7,500	7,500	
02300	Earthwork and export	3				
	Mobilization	4	4,011	4,059	4,011	
	Demo/Clearing	5	6,931	6,989	5,755	
	RoughGrade	6	61,646	71,671	62,549	
	Fine Grade	7	9,227	7,506	6,255	
	Export spoils for footing/utility trenches	8	5,550	5,550	5,550	
02600	A/C Paving/ Site concrete	9				
	Mobilization	10	1,765	1,765	1,765	
	5"pcc on 6"cmb per 6/A1.04	11	11,040	19,238	27,972	
	3" AC on 6" cmb	12	7,613	15,360	5,932	-
	4" AC on 12" cmb	13	7,318	0	0	
	concrete mow strip	14	0	1,058	0	
	Seal Coat	15	1,690	1,690	1,690	
02700	Pavement Marking & Bumpers	16	500	750	1,000	
02820	Fences & Gates	17	8,978	62,216	39,907	-
02900	Landscape & Irrigation	18				
	Soil preparation	19	773	4,071	2,500	
	Sod installation	20	979	5,689	0	_
	Plant removal	21	980	3,850	3,500	
	Cap adjust irrigation	22	1,850	5,875	5,950	
	Tree removal	23	0	0	350	
	Equipment move in/out	24	350	350	0	
	90 post maintenance	25	500	950	600	
03300	Cast in place Concrete	26				
	Foundation/ Stemwalls	27	53,607	53,607	53,607	
	Rat slab w Stego	28	14,009	14,009	14,009	
	Reinforcing Steel	29	22,285	22,285	22,285	
04200	Masonry Touch up	30	0	2,500	2,500	
05500	Misc metal fab grates/embeds/DF posts	31	9,667	9,667	9,667	
06610	Misc. Carpentry - M & T Concrete	32	8,400	9,600	9,600	staff restrooms
07920	Joint Sealants	33	500	500	500	staff restrooms
09200	Drywall at Staff bathrooms	34	3,200	6,400	6,400	staff restrooms
09240	Plaster Patch	35	1,500	1,500	1,500	staff restrooms
09300	Ceramic Tile	36	11,627	11,627		staff restrooms
09700	Painting, Coatings & Wall Coverings	37	3,500	3,500	3,500	staff restrooms
10200	Signage	38	3,450	3,615	3,550	staff restrooms
10150	Toilet Partitions & Accessories	39	200	7,940	5,950	staff restrooms
15400	Plumbing	40				

## #17-209

# **EXHIBIT B, continued**

	Staff restroom material	41	0	0	2,161	
	Stormdrain reroute material	42	2,566	0	0	
	Condensate material	43	1,621	1,621	1,621	
	Sanitary Sewer material	44	3,370	2,732	2,316	
	Domestic Cold Water material	45	4,174	3,418	2,803	
	Staff restroom labor	46	0	0	7,888	
	Stormdrain reroute labor	47	7,465	0	0	
	Condensate labor	48	7,398	7,398	7,398	
	Sanitary Sewer labor	49	12,487	12,945	12,676	
	Domestic Cold Water labor	50	14,626	13,780	14,362	
16000	Electrical	51				
	Trenching/Underground	52	26,000	10,500	6,000	
	Rough Electrical	53	26,000	46,000	38,000	
	Fire Alarm	54	22,000	22,500	22,000	
	Communications	55	22,000	22,000	22,000	
	Security	56	5,000	5,000	5,000	
		57	1000			
allowance	Overtime/Saturday premium time	58	20,000	20,000	20,000	
allowance	Flooring patch	59	2,500	2,500	2,500	
allowance	Misc AC/Concrete patch and paving	60	6,975	1,000	1,000	
allowance	DSA Plancheck corrections	61	10,000	10,000	10,000	
allowance	Accessories install @ modulars	62	3,240	3,240	3,240	
allowance	CGS allowance	63	20,000	20,000	20,000	
	Misc Specialties		0	0	0	
012116	Contingency		20,000	20,000	20,000	
	SUBTOTAL		649,344	739,932	689,911	0
010130	OVERHEAD & PROFIT		45,454	51,795	48,294	0
010110	BOND		6,531	7,442	6,939	0
			Base Bid	Base Bid	Base Bid	
	Bid Total:		701,329	799,169	745,144	0
	Actual Bid	^				

### **EXHIBIT A**



#### #17-209

#### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93030 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Brekke Elementary School, located at 1400 Martin Luther King Jr. Drive, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

#### SECTION 1. DEFINITIONS

- A. <u>Construction</u>. The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. <u>Construction Documents</u>. The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
  - C. <u>Contract Documents</u>. The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. <u>Preconstruction Services</u>. The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. <u>Project</u>. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. <u>Project Manual</u>. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. <u>Site</u>. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit** A to the Site Lease.
- I. <u>Site Lease</u>. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. <u>Specifications</u>. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. <u>Subcontractor</u>. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. <u>Sublease</u>. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. <u>Sublease Payments</u>. The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. <u>Tenant Improvement Payments</u>. The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as

limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

## SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00). (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in Exhibit B with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from

undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

## SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

## SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

## SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

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, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

#### **SECTION 11. NOT USED**

## SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

#### **SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

#### SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

## SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

#### **SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

### SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

November 1, 2017

## SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

## SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
  - (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
  - (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

## F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

## SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

## SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

## SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney, Garcia Hernandez Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

## **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

## SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

## **SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

- 17 -

**DXNARD SCHOOL DISTRICT** 

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

November 1, 2017

## SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

## SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

## SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

## **SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

## SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

#### SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

November 1, 2017

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

#### CONTRACTOR

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager

By: Michael T. Viola

Title: \_CEO

Date: 11/8/2017

#### THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

# **EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

## **EXHIBIT B**

#### Oxnard School District - Brekke ES New Addition

#### **Preconstruction Services**

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

**-** 21 -

## 2. Professional Constructability Review

- A. <u>Definition</u>: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. <u>Deliverable</u>: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. <u>Definition</u>: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. <u>Deliverable</u>: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. <u>Definition</u>: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3 D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

## 5. Construction Scheduling Services

- A. <u>Definition</u>: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. <u>Deliverable</u>: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

#### 6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.
- 7. Schedule for Pre-Construction Services.
- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.
- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:	OXNARD SCHOOL DISTRICT, a California school district:
By: Michael T. Viola	By: Lisa A. Franz Lisa Q. Franz
Title: CEO	Title: Director, Purchasing
Date:11/8/2017	Date: 11-28-17



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2017

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

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

PRODUCER	CONTACT Debbie Irwin	And a second
Tolman & Wiker Insurance Services LLC #0E52073	PHONE (A/C, No, Ext): (805) 585-6100	FAX (A/C, No): (805) 585-6200
196 S. Fir Street	E-MAIL ADDRESS: dirwin@tolmanandwiker.com	
PO Box 1388	INSURER(S) AFFORDING COVERAGE	NAIC #
Ventura CA 93002-1388	INSURER A: Westchester Fire Ins Co	21121
INSURED	INSURER B: West American Ins Co	44393
Viola Inc.	INSURER C:RSUI Indemnity Co	22314
P. O. Box 5624	INSURERD: Everest National Ins Co	010120
	INSURER E:	
Oxnard CA 93031	INSURER F:	
001501050	O OT /337/350 from	

CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC -REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	X Owners & Contractors		G22012782012	4/1/2017	4/1/2018	MED EXP (Any one person)	\$	5,000
			Excludes all			PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		WRAP/OCIP Work	1		GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC			4 .		PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						\$	
-00	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO					BODILY INJURY (Per person)	\$	
2	ALL OWNED SCHEDULED AUTOS	4 4	BAA (18) 56449245	4/1/2017	4/1/2018	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
						Drive other car	\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	4,000,000
C	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	4,000,000
	DED RETENTIONS		NHA242238	4/1/2017	4/1/2018		S	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E L EACH ACCIDENT	\$	1,000,000
D	(Mandatory in NH)		7600000614171	1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Re: Brekke Elementary School New Addition, Site Location: 1400 Martin Luther King Jr. Dr., Oxnard, CA

GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.

Oxnard School District 1055 South C Street Oxnard, CA 93030

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

**AUTHORIZED REPRESENTATIVE** 

Dregorf tin

	COMMENTS/REMARK	S	
the policy term.			
the portey term.			
OFREMARK		COPYRIGHT 2000, AMS SERVICES	TNC

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE** 

#### Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Symbol	Policy Number	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement
GLW	G22012782012		04/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

GLE 0007 01 96 Page 1 of 1

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory. The coverage territory is:
- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
  - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.



#### SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as lessee.

#### **RECITALS**

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") which will become Brekke Elementary School, located at 1400 Martin Luther King Jr. Drive, Oxnard, California 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

### **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

### SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

#### SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The District has good title to the Site.

- (b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).
- (c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.
- (d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.
- (e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.
- (f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous

Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

## SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.
- (c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will

materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

- (e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.
- (f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

## **SECTION 5. Rental**

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

#### SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

### SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

## SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain

unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

#### **SECTION 9. No Liens**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

## SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

### SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

## **SECTION 12. No Waste**

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

#### **SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

#### SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in

Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

#### **SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

## **SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 17. Notices**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

#### If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

## SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

#### **SECTION 19. Binding Effect**

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

#### SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

#### SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

### SECTION 23. Applicable Law

This Site Lease 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 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

#### **SECTION 25. Time**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR:	THE DISTRICT:
Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Attn: Patrick Waid	Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030
By: Michael T. Viola	By: Lisa A. Franz Lisa Cr. Franz
Title: CEO	Title: Director, Purchasing
Date:11/8/2017	Date: 11-28-17

#### **EXHIBIT A**

# Legal Description of Site

Will be Supplied and this Exhibit amended upon the Approval by the Division of State Architect of the State of California of the final Plans and Specifications

#### SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as sub-lessee, Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as sub-lessor.

#### **RECITALS**

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") which will become improvements to Brekke Elementary School, 1400 Martin Luther King Jr. Drive, Oxnard, CA 93030 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

#### SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

#### **SECTION 2. Term**

- (a) The term of the Sublease (the 'Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:
- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
- (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
- (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
- (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

#### SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to

substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

#### SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.
- (c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.
- (e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.
- (f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.
- (g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

### SECTION 5. Construction/Acquisition

- (a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.
- (b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually

appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

#### SECTION 6. Payments

- (a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.
- (b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.
- (c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

#### SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

### SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above. Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

#### SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

### SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of

OXNARD SCHOOL DISTRICT
Brekke Elementary School New Addition,

access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

### SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

#### **SECTION 12. Alterations and Attachments**

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

#### SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement.

#### **SECTION 14. Taxes**

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

### SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is

OXNARD SCHOOL DISTRICT
Brekke Elementary School New Addition,

misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

### SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

#### SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

#### SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

#### SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

#### SECTION 20. Sublease Prepayments/Purchase Option

- Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor: (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price. contemplated in Section 20(b), below, shall be adjusted accordingly.
- (1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:
- (A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.
- (B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by

Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

- (2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.
- (3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.
- (b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

#### SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

#### SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

#### SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 24. Entire Agreement**

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

#### **SECTION 25. Notices**

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

#### If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

#### With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite 106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

#### SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

#### SECTION 28. Applicable Law

This Sublease 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. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### **SECTION 30. District Insurance**

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees: (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

CONTRACTOR:	THE DISTRICT:
Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager	Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030
Michael T. Viola	By: Lisa A. Franz Sisa a. Franz
Title: CEO	Title: Director, Purchasing
Date:11/8/2017	Date: 11-28-17

#### **EXHIBIT A**

#### PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in an amount to be negotiated at GMP on a per month basis. The Sublease payments shall be in consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and be negotiated at GMP for a period of twelve (12) months beginning as stated in **Section 2** above and using the structure below.

The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **Three Percent (3.0%):** 

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$Numeric Lease Payments/12	\$	\$
30 days thereafter	\$Numeric Lease Payments/12	\$	\$

30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$

**Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein.

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanh	oat	Date of Meeting: 4/18/18
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	Х	T dominos
SECTION F: BOARD POLICIES	1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
	ict and Viola Ind	Agreements #17-212, #17-213, and #17-214 c. to provide Lease-Lease-Back Construction anhoat/Fateh/CFW)

At the meeting of November 1, 2017, the Board of Trustees ("Board") approved the selection of Viola Inc., to provide preconstruction and construction services utilizing the Lease Leaseback ("LLB") method of delivery to construct a modular two-classroom building at the existing McAuliffe Elementary School site.

At the time that these agreements were executed, it was determined that the Guaranteed Maximum Price ("GMP") for the construction of this facility would be negotiated after DSA approval of the design.

The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP

#### **FISCAL IMPACT**

The Lease-Leaseback Agreements provide for the construction of a new modular building consisting of two classrooms at McAuliffe as reflected in the Flewelling and Moody DSA approved architectural plans for a total Guaranteed Maximum Price ("GMP") of:

<u>Eight Hundred Thirty-Nine Thousand Eight Hundred Twenty-Six Dollars and Seventy-One Cents</u> (\$839,826.71) to be paid out of Master Construct and Implementation Funds.

All expenditures related to the proposed agreements will be cost coded to McAuliffe Kindergarten Project under the object code 06270 – Main Construction Costs.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-212, #17-213 and #17-214, with Viola Inc., to provide Construction Services related to the McAuliffe Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

#### **ADDITIONAL MATERIAL(S):**

#### Attached:

- Amendment #1 to LLB Agreements #17-212, #17-213 and #17-214 Viola Inc. (2 Pages)
- Exhibit A CSA #17-212 (5 Pages)
- Exhibit B CSA #17-212 (4 Pages)
- Exhibit A Site Lease #17-213 (1 Page)
- Construction Services Agreement #17-212, Viola Inc. (30 Pages)
- Site Lease Agreement #17-213, Viola Inc. (9 Pages)
- Site Sub-Lease Agreement #17-214, Viola Inc. (14 Pages)

#### 

At the Regular Board Meeting of Wednesday November 1, 2017, the Board of Trustees approved the District to enter into agreements with Viola Inc. for the McAuliffe Kindergarten Project. Those Documents include; Construction Services Agreement #17-212, Site Lease #17-213 and Sublease #17-214.

The Board of Trustees authorizes the District staff to make the following changes to the agreements for execution:

Construction Services Agreement #17-212, page 5, SECTION 5. <u>ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE</u>, Paragraphs 1 and 2 shall be replaced with the following:

"The "GMP" for the Project shall be <u>Eight Hundred Thirty-Nine Thousand Eight Hundred Twenty-Six Dollars and Seventy-One Cents (\$839,826.71)</u>. The GMP consists of (1) No Preconstruction Fee, (2) a Sublease Tenant Improvement fee of <u>Seven Hundred Ninety-Nine Thousand One Hundred Sixty-Nine Dollars and Zero Cents (\$799,169.00)</u> and (3) Sublease Payments in the amount of <u>Six Thousand Seven Hundred Seventy-Six Dollars and Twenty-Nine Cents (\$6,776.29)</u> per month for 6 months, for a total lease value of <u>Forty Thousand Six Hundred Fifty-Seven Dollars and Seventy-One Cents (\$40,657.71)</u> pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

- 2. Construction Services Agreement #17-209, page 5, SECTION 5. <u>ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE</u>, Paragraph 2, line 1, shall also incorporate Exhibit B as part of the Scope of Work.
- 3. Construction Services Agreement #17-212, page 11, SECTION 12 PERSONNEL ASSIGNMENT, in Paragraph A; "Patrick Waid" shall be inserted in the two blank lines.
- 4. Construction Services Agreement #17-212, "EXHIBIT A", provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes five (5) pages; Bidding Documents Table of Contents (3 pages) and Architectural Drawings Index (2 pages).
- 5. Construction Services Agreement #17-212, **"EXHIBIT B", shall incorporate the** additional four (4) pages provided in this amendment; Schedule of Values (2 pages) and Bid Sheet (2 pages).
- 6. Site Lease Agreement #17-213, page 9, EXHIBIT A, replace this page with the one (1) page provided in this amendment.
- 7. Site Sublease Agreement #17-214, page 13, EXHIBIT A, paragraph 4, change the annual interest rate to Six Percent (6%).

8. Site Sublease Agreement #17-214, pages 13-14, EXHIBIT A, after paragraph 4, the matrix for Lease Payment Amounts shall be amended as follows:

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$6,659.74	\$116.55	\$6,776.29
30 days thereafter	\$6,659.74	\$116.55	\$6,776.29
30 days thereafter	\$6,659.74	\$116.55	\$6,776.29
30 days thereafter	\$6,659.74	\$116.55	\$6,776.29
30 days thereafter	\$6,659.74	\$116.55	\$6,776.29
30 days thereafter	\$6,659.74	\$116.55	\$6,776.29

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Amendment effective as of the date first above written.

CONTRACTOR
------------

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

#### THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

By:	By:
Title:	Title: <u>Director, Purchasing</u>
Date:	Date:

# Exhibit A

**Bidding Documents** 

#### **TABLE OF CONTENTS**

# **DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS**

00001	Project Title Page
80000	Project Directory
00010	Table of Contents

# **DIVISION 1 ~ GENERAL REQUIREMENTS**

01 01 00	Summary of the Work
01 01 50	Contractors use of the Premises
01 05 50	Storm Water Pollution Prevention Plan (SWPPP)
01 06 00	Regulatory Requirements
01 20 00	Project Meetings
01 30 00	Submittals
01 31 00	Project Management and Coordination
01 34 00	Shop Drawings & Samples
01 35 00	Special Project Procedures
01 40 00	Testing and Inspection
01 40 50	Additional Conditions for School Construction
01 42 00	Specification Abbreviations
01 42 50	Reference Standards
01 43 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 58 13	Temporary Project Signage
01 63 00	Product Options and Substitutions
01 65 50	Product Handling
01 70 00	Contract Closeout
01 73 50	Selective Demolition
01 77 40	Warranties
01 78 00	Operating and Maintenance Manuals
01 78 50	Project Record Documents
01 79 00	Cleaning

# **DIVISION 2 ~ SITE WORK**

02 11 00	Demolition
02 22 20	Excavation and Backfill for Structures
02 22 50	Site Preparation and Clearing
02 31 00	Excavating, Backfilling, and Compacting for Utilities
02 31 60	Excavating, Backfilling, and Compacting for Pavement
02 31 90	Base Course
02 36 00	Termite Control
02 63 00	Storm Drainage Systems
02 71 00	Asphaltic Concrete Paving
02 72 00	Portland Cement Concrete Paving
02 76 50	Pavement Repair
02 83 10	Chain Link Fences and Gates

#### **DIVISION 3 ~ CONCRETE**

03 31 00

Concrete Work

#### **DIVISION 4 ~ MASONRY**

NOT USED

#### **DIVISION 5 ~ METALS**

05 50 00

Miscellaneous Metal

#### **DIVISION 6 ~ WOOD AND PLASTICS**

NOT USED

# **DIVISION 7 ~ THERMAL AND MOISTURE PROTECTION**

07 90 00

Joint Sealers

# **DIVISION 8 ~ DOORS AND WINDOWS**

NOT USED

#### **DIVISION 9 ~ FINISHES**

09 26 90

Miscellaneous Patching

09 90 00

Painting

#### **DIVISION 10 ~ SPECIALTIES**

10 14 00

**Identifying Devices** 

10 80 00

Toilet Accessories

#### **DIVISION 11 ~ EQUIPMENT**

**NOT USED** 

# **DIVISION 12 ~ FURNISHINGS**

NOT USED

#### **DIVISION 13 ~ SPECIAL CONSTRUCTION**

NOT USED

#### **DIVISION 14 ~ VERTICAL TRANSPORTATION**

NOT USED

# Exhibit A, continued

#### **DIVISION 21 ~ FIRE SUPPRESSION**

NOT USED

#### **DIVISION 22 ~ PLUMBING**

22 05 00	Common Work Results for Plumbing
22 05 13	Basic Plumbing Materials and Methods
22 05 53	Plumbing Identification
22 10 00	Plumbing

#### **DIVISION 23 ~ HEATING, VENTILATING, AND AIR CONDITIONING**

**NOT USED** 

#### **DIVISION 26 ~ ELECTRICAL**

26 05 00	Common Work Results for Electrical
26 05 13	Basic Electrical Material and Methods
26 05 19	Low-Voltage Wires (600 Volt AC)
26 05 26	Grounding and Bonding
26 05 33	Raceways, Boxes, Fittings, and Supports
26 24 16	Panelboards and Signal Terminal Cabinets

#### **DIVISION 27 ~ COMMUNICATIONS**

27 10 00 Structured Telecommunications Cabling and Pathway System

# **DIVISION 28 ~ELECTRONIC SAFETY AND SECURITY**

28 31 00 Fire Detection and Alarm

#### **DIVISION 31 ~ EARTHWORK**

NOT USED

#### **DIVISION 32 ~ EXTERIOR IMPROVEMENTS**

**NOT USED** 

#### **DIVISION 33 ~ UTILITIES**

33 11 00	Site Water Distribution Utilities
33 30 00	Site Sanitary Sewer Utilities

**END OF TABLE OF CONTENTS** 

#### **Exhibit A**

#### **Architectural Drawings Index**

OXNARD SCHOOL DISTRICT

# CHRISTA MCAULIFFE ELEMENTARY SCHOOL KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

3300 VIA MARINA AVE, OXNARD CA 93035

A0.01 TITLE SHEET

A0.02

# **ARCHITECTURAL**

	AND LEGENDS
A1.00	OVERALL SITE PLAN
A1.01FA	SITE PLAN FIRE ACCESS
A1.02	PARTIAL DEMOLITION SITE PLAN
A1.03	PARTIAL RECONSTRUCTION SITE PLAN
A1.04	SITE FENCE, GATE & PAVING DETAILS
A1.05	SIGNAGE DETAILS
A2.01	FLOOR PLAN
A3.01	EXTERIOR AND INTERIOR ELEVATIONS,
	& DETAILS

ABBREVIATIONS, SYMBOL LIST, NOTES

# **PLUMBING**

P.1	PLUMBING	FRONT SHEET
P.2	<b>PLUMBING</b>	SITE PLAN

# **ELECTRICAL**

E1.0	ELECTRICAL	FRONT SHEET
E-1.1	ELECTRICAL	SINGLE LINE DIAGRAM
E-2.0	ELECTRICAL	SITE PLAN
E-2.1	ELECTRICAL	FLOOR PLAN
E - 3.0	ELECTRICAL	DIAGRAMS

# FIRE ALARM

FA-1.0	FIRE ALARM FRONT SHEET	
FA-1.1	FIRE ALARM RISER DIAGRAM &	ý
	CALCULATIONS	
FA-2.1	FIRE ALARM FLOOR PLAN	

# **FOUNDATION**

	FOUNDATION			
	SEISM	MIC Ss UP TO 2.80G		
	F-2.11	CONCRETE FOUNDATION PLAN — BELOW GRADE — CONCRETE FLOOR		
///	F-2.50	CONCRETE FOUNDATION DETAILS — BELOW GRADE		
	F-2.51	· · · · · · · · · · · · · · · · · · ·		
	STRUCTURAL "HIGH SEISMIC"			
	STRU	JCTURAL "HIGH SEISMIC"		
////		JCTURAL "HIGH SEISMIC" IIC Ss UP TO 2.80G		
//////	SEISM S-0.1	MIC Ss UP TO 2.80G STRUCTURAL SPECIFICATIONS		
/////////	SEISM	STRUCTURAL SPECIFICATIONS FLOOR FRAMING PLAN — CONCRETE		
1111111111	SEISM S-0.1	STRUCTURAL SPECIFICATIONS FLOOR FRAMING PLAN — CONCRETE FLOOR		
111111111111	S-0.1 S-1.11	STRUCTURAL SPECIFICATIONS FLOOR FRAMING PLAN — CONCRETE FLOOR		

ROOF FRAMING DETAILS - MONO SLOPE

BUILDING SECTION — MONO SLOPE ROOF WALL FRAMING ELEVATIONS — WOOD

WALL FRAMING DETAILS - WOOD STUDS

WALL FRAMING DETAILS - WOOD STUDS

ROOF FRAMING DETAILS - PARAPET

ROOF FRAMING DETAILS - TRUSS

# PLUMBING

STUDS

S - 2.50

S - 2.60

S-2.70

S - 2.90

S - 3.01

S - 5.00

S-5.10 S-5.11

P-1.01 PLUMBING DETAILS AND SCHEDULE

ROOF FRAMING DETAILS

# **Exhibit A, continued**

# MANUFACTURER'S DRAWINGS

_		7101011EITO DITITUO
	<u>ARCHIT</u>	ECTURAL
И	A-0	COVER SHEET
N		T & I FORMS
N		BUILDING OPTIONS SCHEDULE
N	A-0.1	SYMBOLS LEGEND, ABBREVIATION,
N	A-0.1	AND ADA SIGNAGE
N	4 0 0	
N	A-0.2	SCHEDULES
N	A-0.3	TYPICAL KEY PLANS- 24' TO 120'X40'
N	A-0.6D	ENERGY CALC'S- ELC FORMS-
N		120'X40' BUILDING
N	A-0.6E	ENERGY CALC'S- LTO/MCH FORMS-
N		120'X40' BUILDING
N	A-0.6F	ENERGY CALC'S- LTI FORMS-
N		120'X40' BUILDINGS
N	A-0.7	DESIGN ENERGY VALUES BY ZONE &
N		CALGREEN SPECIFICATIONS
N	A-1.03	FLOOR PLAN- 48' TO 120'X40'
N	A - 2.03	REFLECTED CEILING PLAN - 48' TO
N		120'X40'
N	A-2.20	
N	A-2.21	CEILING DETAILS - HARD LID
N	A - 3.33	ROOF PLAN - PARAPET - MONO
N	N 0.00	SLOPE 48' TO - 120'X40'
N	A-3.80	ROOF DETAILS— TPO ROOF
N	A-4.23	EXTERIOR ELEVATIONS — MONO OR
N	A-4.20	DUAL SLOPE 48' TO 120'X40'
N		(PARAPET)
N	A-5.01	CROSS SECTION - MONO SLOPE -
N	A-5.01	
N		0.018",B.U., OR TPR ROOF DECK OR
N	A F 0F	PARAPET
N	A-5.05	
N	A-5.51	ARCHITECTURAL DETAILS - WOOD
N		STUD - PLASTER
N	A-5.70	ARCHITECTURAL DETAILS - FLOOR
N	A-5.80	ARCHITECTURAL DETAILS -
N		MISCELLANEOUS/OPTIONS
N	A-5.81	ARCHITECTURAL DETAILS -
N		MISCELLANEOUS/OPTIONS
N	A-6.03	INTERIOR ELEVATIONS - 48' TO
N		120'X40'

# MECHANICAL

	M-0.1	MECHANICAL NOTES, SCHEDULES AND
1		DETAILS .
	M-4.01	MECHANICAL PLAN - ROOF MOUNT - 48'
1		TO 120'X40'
۱	M-4.02	MECHANICAL ROOF PLAN - ROOF MOUNT
ł		- 48' TO 120'X40'

# ELECTRICAL

E-1.03 ELECTRICAL PLAN - 48' TO 120'X40'

# SITE SPECIFIC SHEETS

	A-0N	COVER SHEET
$\setminus$	A-0.2N	SCHEDULES
V	A-1.03N	FLOOR PLAN - 48' TO 120'X40'
	A-2.03N	REFLECTED CEILING PLAN - 48' TO
	2.00	120'X40'
Ŋ	A - 4.23N	EXTERIOR ELEVATIONS — MONO DUAL
7		SLOPE - 48' TO 120'X40'
	A-6.03N	INTERIOR ELEVATIONS
V	P-1.02N	PLUMBING ISOMETRICS
7	M-4.01N	MECHANICAL PLAN - ROOF MOUNT - 48'
N		TO 120'X40'
1	M - 4.02N	MECHANICAL ROOF PLAN - ROOF MOUNT
N		- 48' TO 120'X40'
)	E-1.03N	ELECTRICAL PLAN - 48' TO 120'X40'

# **EXHIBIT B, continued**

# Schedule of Values

McAuliffe Elementary School New Addition Prime Contract					
OWNER/CLIENT:	Oxnard School District 1051 South A Street Oxnard, California 93030	CONTRACTOR:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard, California 93031		
ARCHITECT/ENGINEER:	Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles, California 90041	DATE CREATED:	04/05/ 2018		
CONTRACT STATUS:	Draft	CREATED BY:	Patrick Waid (Viola Inc.)		
EXECUTED:	No	SIGNED CONTRACT RECEIVED DATE:			
START DATE:	04/20/2018	ESTIMATED COMPLETION DATE:	07/24/2018		
DEFAULT RETAINAGE:	5.0%	ACTUAL COMPLETION DATE:			
DESCRIPTION:					
INCLUSIONS:					
EXCLUSIONS:					
ATTACHMENTS:	TACHMENTS:				

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	01-01-10 - Bond	Payment and Performance Bond	Other	\$ 7,442.00
2	01-01-20 - Insurance	Liability Insurance	Other	\$ 12,000.00
3	01-71-13 - Mobilization	Temp Office, Fencing, and Electric	Other	\$ 12,750.00
4	01 - General Requirements	Site Facilities, Supervision, and Administration	Other	\$ 127,662.00
5	01-01-30 - Contractor Fee	Profit	Other	\$ 51,795.00
6	03-00-00 - Concrete	Foundation, Stemwalls, SOG	Commitment	\$ 89,900.00
7	05-50-00 - Metal Fabrications	Metal Fabrications Embeds and Grates	Commitment	\$ 9,667.00
8	06-10-53 - Miscellaneous Rough Carpentry	Misc Carpentry and Demolition	Commitment	\$ 9,600.00
9	07-92-00 - Joint Sealants	Misc Joint Sealants at Staff Restrooms and Sitework	Commitment	\$ 500.00
10	09-24-00 - Cement Plastering	Plaster Patch at Penetrations	Commitment	\$ 1,500.00
11	09-29-00 - Gypsum Board	Drywall repair at Staff Bathrooms	Commitment	\$ 6,400.00
12	09-30-00 - Tiling	Ceramic Tile at Staff Restrooms	Commitment	\$ 11,627.00
13	09-91-00 - Painting	Paint touch up at exterior and staff restrooms	Other	\$ 3,500.00
14	10-14-00 - Signage	Signage at exterior and staff restrooms	Commitment	\$ 3,615.00
15	10-28-00 - Toilet, Bath, and Laundry Accessories	Bathroom Accessories at Staff Restrooms	Commitment	\$ 7,940.00
16	22-00-00 - Plumbing	Plumbing, site stormdrain, waste, and condensate	Commitment	\$ 41,894.00
17	26-00-00 - Electrical	Electrical, Fire Alarm, Security, PA	Commitment	\$ 106,000.00
18	31-00-00 - Earthwork	Earthwork and Grading	Commitment	\$ 95,775.00
19	32-12-16 - Asphalt Paving	Asphalt and Concrete paving	Commitment	\$ 39,861.00
20	32-31-00 - Fences and Gates	Chain link and Ornamental Fencing	Commitment	\$ 62,216.00
21	32-84-00 - Planting Irrigation	Landscape Irrigation	Commitment	\$ 20,785.00
22	01-21-13 - Cash Allowances	Overtime/Saturday Premium Time	Other	\$ 20,000.00

# **EXHIBIT B, continued**

23	01-21-13 - Cash Allowances	Flooring Patch	Other	\$ 2,500.00
24	01-21-13 - Cash Allowances	Misc AC and Concrete Paving	Other	\$ 1,000.00
25	01-21-13 - Cash Allowances	DSA Plancheck Corrections	Other	\$ 10,000.00
26	01-21-13 - Cash Allowances	Accessory Installation at Modulars	Other	\$ 3,240.00
27	01-21-13 - Cash Allowances	CGS Allowance	Other	\$ 20,000.00
28	01-21-13 - Cash Allowances	Unforeseen Condition Contingiency	Other	\$ 20,000.00
	\$799,169.00			

# **EXHIBIT B, continued**

Bid Sheet

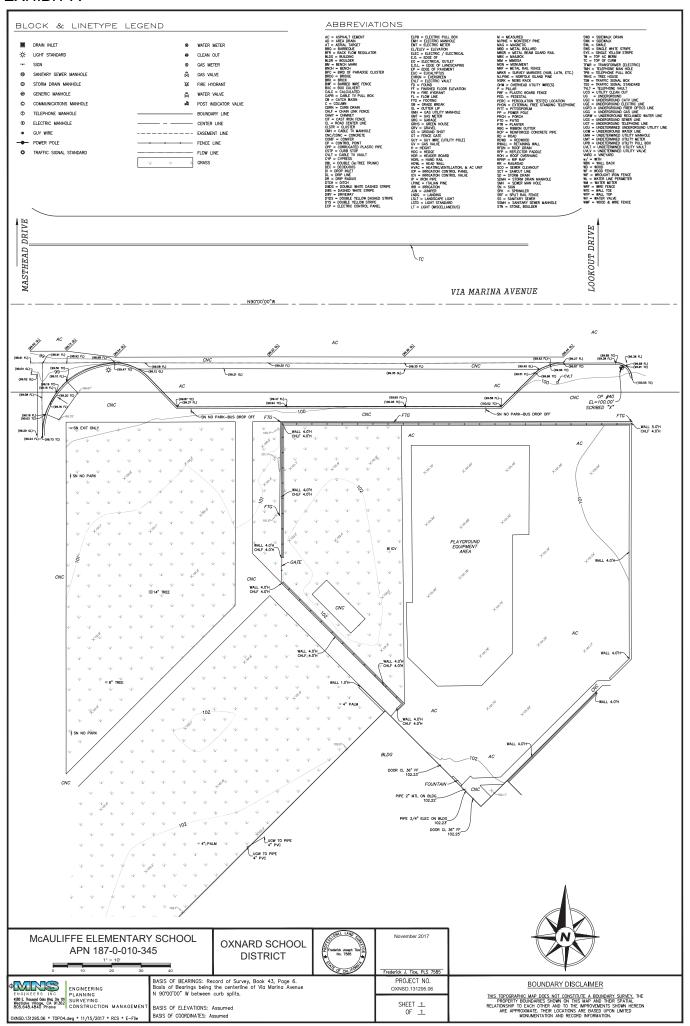
CSI	Spec Section Name	#	Brekke	McAuliffe	Ritchen	Notes
01000	General Conditions	1	140,777	142,411	141,465 see attached	
01720	Field Engineering (Survey)	2	7,500	7,500	7,500	
02300	Earthwork and export	3				
	Mobilization	4	4,011	4,059	4,011	
	Demo/Clearing	5	6,931	6,989	5,755	
	RoughGrade	6	61,646	71,671	62,549	
	Fine Grade	7	9,227	7,506	6,255	
	Export spoils for footing/utility trenches	8	5,550	5,550	5,550	
02600	A/C Paving/ Site concrete	9				
	Mobilization	10	1,765	1,765	1,765	
	5"pcc on 6"cmb per 6/A1.04	11	11,040	19,238	27,972	
	3" AC on 6" cmb	12	7,613	15,360	5,932	
	4" AC on 12" cmb	13	7,318	0	0	
	concrete mow strip	14	0	1,058	0	
	Seal Coat	15	1,690	1,690	1,690	
02700	Pavement Marking & Bumpers	16	500	750	1,000	
02820	Fences & Gates	17	8,978	62,216	39,907	
02900	Landscape & Irrigation	18				
	Soil preparation	19	773	4,071	2,500	
	Sod installation	20	979	5,689	0	
	Plant removal	21	980	3,850	3,500	
	Cap adjust irrigation	22	1,850	5,875	5,950	
	Tree removal	23	0	0	350	
	Equipment move in/out	24	350	350	0	
	90 post maintenance	25	500	950	600	U
03300	Cast in place Concrete	26				
	Foundation/ Stemwalls	27	53,607	53,607	53,607	
	Rat slab w Stego	28	14,009	14,009	14,009	
	Reinforcing Steel	29	22,285	22,285	22,285	
04200	Masonry Touch up	30	0	2,500	2,500	
05500	Misc metal fab grates/embeds/DF posts	31	9,667	9,667	9,667	
06610	Misc. Carpentry - M & T Concrete	32	8,400	9,600	9,600	staff restrooms
07920	Joint Sealants	33	500	500	500	staff restrooms
09200	Drywall at Staff bathrooms	34	3,200	6,400	6,400	staff restrooms
09240	Plaster Patch	35	1,500	1,500	1,500	staff restrooms
09300	Ceramic Tile	36	11,627	11,627	11,627	staff restrooms
09700	Painting, Coatings & Wall Coverings	37	3,500	3,500	3,500	staff restrooms
10200	Signage	38	3,450	3,615	3,550	staff restrooms
10150	Toilet Partitions & Accessories	39	200	7,940	5,950	staff restrooms
15400	Plumbing	40				

#17-212

# **EXHIBIT B, continued**

	Staff restroom material	41	0	0	2,161	
	Stormdrain reroute material	42	2,566	0	0	
	Condensate material	43	1,621	1,621	1,621	
	Sanitary Sewer material	44	3,370	2,732	2,316	
	Domestic Cold Water material	45	4,174	3,418	2,803	
	Staff restroom labor	46	0	0	7,888	
	Stormdrain reroute labor	47	7,465	0	0	
	Condensate labor	48	7,398	7,398	7,398	
	Sanitary Sewer labor	49	12,487	12,945	12,676	
	Domestic Cold Water labor	50	14,626	13,780	14,362	
16000	Electrical	51				
	Trenching/Underground	52	26,000	10,500	6,000	
	Rough Electrical	53	26,000	46,000	38,000	
	Fire Alarm	54	22,000	22,500	22,000	
	Communications	55	22,000	22,000	22,000	
	Security	56	5,000	5,000	5,000	
		57				
allowance	Overtime/Saturday premium time	58	20,000	20,000	20,000	
allowance	Flooring patch	59	2,500	2,500	2,500	
allowance	Misc AC/Concrete patch and paving	60	6,975	1,000	1,000	
allowance	DSA Plancheck corrections	61	10,000	10,000	10,000	
allowance	Accessories install @ modulars	62	3,240	3,240	3,240	
allowance	CGS allowance	63	20,000	20,000	20,000	
	Misc Specialties		0	0	0	
012116	Contingency		20,000	20,000	20,000	
	SUBTOTAL		649,344	739,932	689,911	0
010130	OVERHEAD & PROFIT		45,454	51,795	48,294	0
010110	BOND		6,531	7,442	6,939	0
			Base Bid	Base Bid	Base Bid	
	Bid Total:		701,329	799,169	745,144	0
	Actual Bid	^				

#### **EXHIBIT A**



#### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate McAuliffe Elementary School, located at 3300 Via Marina Avenue, Oxnard, California 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

### SECTION 1. DEFINITIONS

- A. <u>Construction</u>. The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. <u>Construction Documents</u>. The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
  - C. <u>Contract Documents</u>. The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. <a href="Preconstruction Services">Preconstruction Services</a>" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in Exhibit B related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. <u>Project</u>. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. <u>Project Manual</u>. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. <u>Site</u>. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit** A to the Site Lease.
- I. <u>Site Lease</u>. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. <u>Specifications</u>. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. <u>Subcontractor</u>. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. <u>Sublease</u>. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. <u>Sublease Payments.</u> The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. <u>Tenant Improvement Payments</u>. The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

#### SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

#### SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as

limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

### SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

### SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from

undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

# SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

# SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

# SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

## SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

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, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

## **SECTION 11. NOT USED**

## SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

## **SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

# SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

# SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

#### SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

## SECTION 17. <u>USE OF PREMISES</u>

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

## **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.
  - Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
  - (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

# SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

## SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

# SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

# SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney, Garcia Hernandez Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suote #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

# **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

# SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

## SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

## SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

# SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

## **SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

## **SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

## SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

#### SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

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

Date: 11/8/2017

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager

111.811101

## THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

Date: 11-28-17

Mul 10ix	, O. o. =
By: Michael T. Viola	By: Lisa A. Franz Lin Q. Franz
Title: CEO	Title: Director, Purchasing

# **EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

# **EXHIBIT B**

### Oxnard School District - McAuliffe ES New Addition

#### **Preconstruction Services**

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. <u>Definition</u>: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. <u>Deliverable</u>: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. <u>Definition</u>: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. <u>Deliverable</u>: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

## 4. Building Information Modeling (BIM) Services

- A. <u>Definition</u>: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

## 5. Construction Scheduling Services

- A. <u>Definition</u>: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. <u>Deliverable</u>: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

#### 6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.
- 7. Schedule for Pre-Construction Services.
- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.
- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:	OXNARD SCHOOL DISTRICT, a California school district:		
By: Michael T. Viola	By: Lisa A. Franz Lie Q. Franz		
Title: CEO	Title: Director, Purchasing		
Date:11/8/2017	Date: 11-28-17		



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2017

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

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

PRODUCER	CONTACT Debbie Irwin		
Tolman & Wiker Insurance Services LLC #0E52073	PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (80	); (805) 585-6200	
196 S. Fir Street	ADDRESS dirwin@tolmanandwiker.com		
PO Box 1388	INSURER(S) AFFORDING COVERAGE	NAIC #	
Ventura CA 93002-1388	INSURER A: Westchester Fire Ins Co	21121	
INSURED	INSURER B: West American Ins Co	44393	
Viola Inc.	INSURER C:RSUI Indemnity Co	22314	
P. O. Box 5624	INSURER D: Everest National Ins Co	010120	
	INSURER E :		
Oxnard CA 93031	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC -REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR		TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
		COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
A		CLAIMS-MADE X OCCUR		G22012782012	4/1/2017	4/1/2018	PREMISES (Ea occurrence)	\$	50,000
	x	Owners & Contractors					MED EXP (Any one person)	\$	5,000
				Excludes all	12		PERSONAL & ADV INJURY	\$	1,000,000
	GEN	GEN'L AGGREGATE LIMIT APPLIES PER:		WRAP/OCIP Work			GENERAL AGGREGATE	\$	2,000,000
	1	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER;						\$	
В	AUT	OMOBILE LIABILITY		BAA (18) 56449245			COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	x	ANY AUTO			4/1/2017	4/1/2018	BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS	1 1 1				BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							Drive other car	\$	
		UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	4,000,000
С	x	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	4,000,000
		DED RETENTION'S		NHA242238	4/1/2017	4/1/2018		s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						X PER STATUTE OTH-		
			N/A	7600000614171 1/1/201		1/1/2018	E.L. EACH ACCIDENT	\$	1,000,000
D			"""		1/1/2017		E.L. DISEASE - EA ÉMPLOYEE	\$	1,000,000
						E.L. DISEASE - POLICY LIMIT	\$	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: McAuliffe Elementary School New Addition, Site Location: 3300 Via Marina Ave., Oxnard, CA 93035 GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185. GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This

insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during

the policy term.

CERTIFICATE HOLDER	CANCELLATION		
Oxnard School District 1055 South C Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
J. 100 100 100 100 100 100 100 100 100 10	AUTHORIZED REPRESENTATIVE		
	Greg Anderson/DEBBII Bugof Condesson		

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE** 

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

### Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
	Insurance Company) ire Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

GLE 0007 01 96

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory. The coverage territory is:
- a. The United States of America;
- 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.



275

of 70

#### SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as lessee.

#### **RECITALS**

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") which will become Christa McAuliffe Elementary School, located at 3300 Via Marina Ave, Oxnard, CA 93035, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

## **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

# SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

## SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The District has good title to the Site.

- (b) There are no liens on the Site other than permitted éncumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).
- (c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.
- (d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.
- (e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.
- (f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous

Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

# SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.
- (c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will

materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

- (e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.
- (f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

## SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

## SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

#### **SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

#### SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain

unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

## SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

## SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

## SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

## SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

#### **SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

## **SECTION 14. Eminent Domain**

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in

Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

## **SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

# **SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

# **SECTION 17. Notices**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

#### If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc. 1901 Victoria Avenue. Suite #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

## SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

## SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

## **SECTION 20. Entire Agreement**

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

#### SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### **SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

### SECTION 23. Applicable Law

This Site Lease 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 24. Headings**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

# SECTION 25. Time

CONTRACTOR:

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

THE DISTRICT:

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Attn: Patrick Waid	Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030		
By: Michael T. Viola	By: Lisa A. Franz Lin Q. Franz		
Title: CEO	Title: Director, Purchasing		
Date: 11/8/2017	Date: 11-28-17		

## **EXHIBIT A**

Legal Description of Site

Will be Supplied and this Exhibit amended upon the Approval by the Division of State Architect of the State of California of the final Plans and Specifications

#### **SUBLEASE**

This Sublease (hereinafter referred to as the "Sublease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as sub-lessee, Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as sub-lessor.

#### **RECITALS**

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") which will become improvements to McAuliffe Elementary School, 3300 Via Marina Avenue, Oxnard, CA 93035 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

#### **SECTION 1. Sublease**

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

## SECTION 2. Term

- (a) The term of the Sublease (the 'Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:
- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
- (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
- (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
- (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

## **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to

substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

# SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.
- (c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.
- (e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.
- (f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.
- (g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

# SECTION 5. Construction/Acquisition

- (a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.
- (b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually

OXNARD SCHOOL DISTRICT
McAuliffe Elementary School New Addition

appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

## SECTION 6. Payments

- (a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.
- (b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.
- (c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

#### **SECTION 7. Fair Rental Value**

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

OXNARD SCHOOL DISTRICT
McAuliffe Elementary School New Addition

### **SECTION 8. Sublease Abatement**

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

#### SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

#### SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of

OXNARD SCHOOL DISTRICT
McAuliffe Elementary School New Addition

access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

# SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

### **SECTION 12. Alterations and Attachments**

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

### SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement.

## SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

#### SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is

OXNARD SCHOOL DISTRICT McAuliffe Elementary School New Addition

misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

#### **SECTION 16. Remedies on Default**

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

#### **SECTION 17. Non-Waiver**

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

#### **SECTION 18. Assignment**

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

### SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

## SECTION 20. Sublease Prepayments/Purchase Option

- Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.
- (1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:
- (A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.
- Contractor shall also submit to the District (i) duly executed (B) conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by

Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

- (2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.
- (3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.
- (b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

#### **SECTION 21. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

#### SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

#### SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

### **SECTION 24.** Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

### SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

#### If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

#### With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

### **SECTION 26. Titles**

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

### SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

#### SECTION 28. Applicable Law

This Sublease 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. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### **SECTION 30. District Insurance**

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

**CONTRACTOR:** 

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager

By: Michael T. Viola

Date: \_\_11/8/2017

Title: CEO

THE DISTRICT:

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

### **EXHIBIT A**

#### PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in an amount to be negotiated at GMP on a per month basis. The Sublease payments shall be in consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and be negotiated at GMP for a period of twelve (12) months beginning as stated in **Section 2** above and using the structure below.

The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **Three Percent (3.0%):** 

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$Numeric Lease Payments/12	\$	\$
30 days thereafter	\$Numeric Lease Payments/12	\$	\$

30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$

**Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein.

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanho	Date of Meeting: 4/18/18
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	χ
SECTION F: BOARD POLICIES	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading
	ease-Leaseback Agreements #17-218, #17-219, and #17-220 ct and Viola Inc. to provide Lease-Lease-Back Construction en Project (Penanhoat/Fateh/CFW)

At the meeting of November 1, 2017, the Board of Trustees ("Board") approved the selection of Viola Inc., to provide preconstruction and construction services utilizing the Lease Leaseback ("LLB") method of delivery to construct a modular two-classroom building at the existing Ritchen Elementary School site.

At the time that these agreements were executed, it was determined that the Guaranteed Maximum Price ("GMP") for the construction of this facility would be negotiated after DSA approval of the design.

The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.

#### **FISCAL IMPACT**

The Lease-Leaseback Agreements provide for the construction of a new modular building consisting of two classrooms at Ritchen as reflected in the Flewelling and Moody DSA approved architectural plans for a total Guaranteed Maximum Price ("GMP") of:

<u>Seven Hundred Eighty-Three Thousand Fifty-Three Dollars and Eighteen Cents (\$783,053.18)</u> to be paid out of Master Construct and Implementation Funds.

All expenditures related to the proposed agreements will be cost coded to Ritchen Kindergarten Project under the object code 06270 – Main Construction Costs.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-218, #17-219 and #17-220, with Viola Inc., to provide Construction Services related to the Ritchen Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

# **ADDITIONAL MATERIAL(S):**

#### Attached:

- Amendment #1 to LLB Agreements #17-218, #17-219 and #17-220 Viola Inc. (2 Pages)
- Exhibit A CSA #17-218 (5 Pages)
- Exhibit B CSA #17-218 (4 Pages)
- Exhibit A Site Lease #17-219 (1 Page)
- Construction Services Agreement #17-218, Viola Inc. (30 Pages
- Site Lease Agreement #17-219, Viola Inc. (9 Pages)
- Site Sub-Lease Agreement #17-220, Viola Inc. (14 Pages)

## 

At the Regular Board Meeting of Wednesday November 1, 2017, the Board of Trustees approved the District to enter into agreements with Viola Inc. for the Ritchen Kindergarten Project. Those Documents include; Construction Services Agreement #17-218, Site Lease #17-219 and Sublease #17-220.

The Board of Trustees authorizes the District staff to make the following changes to the agreements for execution:

Construction Services Agreement #17-218, page 5, SECTION 5. <u>ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE</u>, Paragraphs 1 and 2 shall be replaced with the following:

"The "GMP" for the Project shall be <u>Seven Hundred Eighty-Three Thousand Fifty-Three Dollars and Eighteen Cents (\$783,053.18)</u>. The GMP consists of (1) No Preconstruction Fee, (2) a Sublease Tenant Improvement fee of <u>Seven Hundred Forty-Five Thousand One Hundred Forty-Four Dollars and Zero Cents (\$745,144.00)</u> and (3) Sublease Payments in the amount of <u>Six Thousand Three Hundred Eighteen Dollars and Twenty Cents (\$6,318.20)</u> per month for 6 months, for a total lease value of <u>Thirty-Seven Thousand Nine Hundred Nine Dollars and Eighteen Cents (\$37,909.18)</u> pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

- 2. Construction Services Agreement #17-209, page 5, SECTION 5. <u>ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE</u>, Paragraph 2, line 1, shall also incorporate Exhibit B as part of the Scope of Work.
- 3. Construction Services Agreement #17-218, page 11, SECTION 12 PERSONNEL ASSIGNMENT, in Paragraph A; "Patrick Waid" shall be inserted in the two blank lines.
- 4. Construction Services Agreement #17-218, "EXHIBIT A", provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes five (5) pages; Bidding Documents Table of Contents (3 pages) and Architectural Drawings Index (2 pages).
- 5. Construction Services Agreement #17-218, **"EXHIBIT B", shall incorporate the** additional four (4) pages provided in this amendment; Schedule of Values (2 pages) and Bid Sheet (2 pages).
- 6. Site Lease Agreement #17-219, page 9, EXHIBIT A, replace this page with the one (1) page provided in this amendment.
- 7. Site Sublease Agreement #17-220, page 13, EXHIBIT A, paragraph 4, change the annual interest rate to Six Percent (6%).

8. Site Sublease Agreement #17-220, pages 13-14, EXHIBIT A, after paragraph 4, the matrix for Lease Payment Amounts shall be amended as follows:

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$6,209.53	\$108.67	\$6,318.20
30 days thereafter	\$6,209.53	\$108.67	\$6,318.20
30 days thereafter	\$6,209.53	\$108.67	\$6,318.20
30 days thereafter	\$6,209.53	\$108.67	\$6,318.20
30 days thereafter	\$6,209.53	\$108.67	\$6,318.20
30 days thereafter	\$6,209.53	\$108.67	\$6,318.20

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Amendment effective as of the date first above written.

$\sim$	NIT	$D \Lambda$	$\sim$	r	$\mathbf{D}$
CO	IN I	KΑ	u	u	ĸ

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager

## THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

Ву:	Ву:
Title:	Title: <u>Director, Purchasing</u>
Date:	Date:

# Exhibit A

**Bidding Documents** 

## **TABLE OF CONTENTS**

## **DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS**

00001	Project Title Page
80000	Project Directory
00010	Table of Contents

# **DIVISION 1 ~ GENERAL REQUIREMENTS**

01 01 00	Summary of the Work
01 01 50	Contractors use of the Premises
01 05 50	Storm Water Pollution Prevention Plan (SWPPP)
01 06 00	Regulatory Requirements
01 20 00	Project Meetings
01 30 00	Submittals
01 31 00	Project Management and Coordination
01 34 00	Shop Drawings & Samples
01 35 00	Special Project Procedures
01 40 00	Testing and Inspection
01 40 50	Additional Conditions for School Construction
01 42 00	Specification Abbreviations
01 42 50	Reference Standards
01 43 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 58 13	Temporary Project Signage
01 63 00	Product Options and Substitutions
01 65 50	Product Handling
01 70 00	Contract Closeout
01 73 50	Selective Demolition
01 77 40	Warranties
01 78 00	Operating and Maintenance Manuals
01 78 50	Project Record Documents
01 79 00	Cleaning

## **DIVISION 2 ~ SITE WORK**

02 11 00	Demolition
02 22 20	Excavation and Backfill for Structures
02 22 50	Site Preparation and Clearing
02 31 00	Excavating, Backfilling, and Compacting for Utilities
02 31 60	Excavating, Backfilling, and Compacting for Pavement
02 31 90	Base Course
02 36 00	Termite Control
02 63 00	Storm Drainage Systems
02 71 00	Asphaltic Concrete Paving
02 72 00	Portland Cement Concrete Paving
02 76 50	Pavement Repair
02 83 10	Chain Link Fences and Gates

## **DIVISION 3 ~ CONCRETE**

03 31 00

Concrete Work

## **DIVISION 4 ~ MASONRY**

NOT USED

### **DIVISION 5 ~ METALS**

05 50 00

Miscellaneous Metal

## **DIVISION 6 ~ WOOD AND PLASTICS**

NOT USED

# **DIVISION 7 ~ THERMAL AND MOISTURE PROTECTION**

07 90 00

Joint Sealers

## **DIVISION 8 ~ DOORS AND WINDOWS**

NOT USED

#### **DIVISION 9 ~ FINISHES**

09 26 90

Miscellaneous Patching

09 90 00

Painting

## **DIVISION 10 ~ SPECIALTIES**

10 14 00

**Identifying Devices** 

10 80 00

Toilet Accessories

## **DIVISION 11 ~ EQUIPMENT**

**NOT USED** 

## **DIVISION 12 ~ FURNISHINGS**

NOT USED

#### **DIVISION 13 ~ SPECIAL CONSTRUCTION**

NOT USED

## **DIVISION 14 ~ VERTICAL TRANSPORTATION**

NOT USED

# Exhibit A, continued

## **DIVISION 21 ~ FIRE SUPPRESSION**

NOT USED

#### **DIVISION 22 ~ PLUMBING**

22 05 00	Common Work Results for Plumbing
22 05 13	Basic Plumbing Materials and Methods
22 05 53	Plumbing Identification
22 10 00	Plumbing

## **DIVISION 23 ~ HEATING, VENTILATING, AND AIR CONDITIONING**

**NOT USED** 

## **DIVISION 26 ~ ELECTRICAL**

26 05 00	Common Work Results for Electrical
26 05 13	Basic Electrical Material and Methods
26 05 19	Low-Voltage Wires (600 Volt AC)
26 05 26	Grounding and Bonding
26 05 33	Raceways, Boxes, Fittings, and Supports
26 24 16	Panelboards and Signal Terminal Cabinets

## **DIVISION 27 ~ COMMUNICATIONS**

27 10 00 Structured Telecommunications Cabling and Pathway System

## **DIVISION 28 ~ELECTRONIC SAFETY AND SECURITY**

28 31 00 Fire Detection and Alarm

#### **DIVISION 31 ~ EARTHWORK**

NOT USED

## **DIVISION 32 ~ EXTERIOR IMPROVEMENTS**

**NOT USED** 

### **DIVISION 33 ~ UTILITIES**

33 11 00	Site Water Distribution Utilities
33 30 00	Site Sanitary Sewer Utilities

**END OF TABLE OF CONTENTS** 

## **Exhibit A**

## **Architectural Drawings Index**

OXNARD SCHOOL DISTRICT

# EMILIE RITCHEN ELEMENTARY SCHOOL

# KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

2200 CABRILLO WAY, OXNARD CA 93030

A0.01 TITLE SHEET

# **ARCHITECTURAL**

A0.02	ABBREVIATIONS, SYMBOL LIST, NOTES AND LEGENDS
A1.00	OVERALL SITE PLAN
A1.01FA	SITE PLAN FIRE ACCESS
A1.02	PARTIAL DEMOLITION SITE PLAN
A1.03	PARTIAL RECONSTRUCTION SITE PLAN
A1.04	SITE FENCE, GATE & PAVING DETAILS
A1.05	SIGNAGE DETAILS
A2.01	FLOOR PLAN
A3.01	EXTERIOR AND INTERIOR ELEVATIONS,
	& DETAILS

# **PLUMBING**

P.1	PLUMBING	FRONT SHEET
P.2	<b>PLUMBING</b>	SITE PLAN

# **ELECTRICAL**

E1.0	ELECTRICAL	FRONT SHEET
E-1.1	ELECTRICAL	SINGLE LINE DIAGRAM
E-2.0	ELECTRICAL	SITE PLAN
E - 2.1	ELECTRICAL	FLOOR PLAN
E - 3.0	ELECTRICAL	DIAGRAMS

# FIRE ALARM

FA-1.0	FIRE ALARM	<b>FRONT</b>	SHEET	
FA-1.1	FIRE ALARM	RISER	DIAGRAM	&
	CALCULATION	NS .		
FA-2.1	FIRE ALARM	<b>FLOOR</b>	PLAN	

# **FOUNDATION**

SEISN	MIC Ss UP TO 2.80G
F-2.11	CONCRETE FOUNDATION PLAN — BELOW GRADE — CONCRETE FLOOR
F-2.50	CONCRETE FOUNDATION DETAILS — BELOW GRADE
F-2.51	FOUNDATION DETAILS — CONCRETE
1	

# STRUCTURAL "HIGH SEISMIC"

STRUCTURAL SPECIFICATIONS

# -- SEISMIC Ss UP TO 2.80G --

0 011	0111001011112 01 2011 1011110110
S-1.11	FLOOR FRAMING PLAN - CONCRETE
	FLOOR
S-1.60	FLOOR FRAMING DETAILS - CONCRETE
	FLOOR
S - 2.03	ROOF FRAMING PLAN - PARAPET - MONO
	SLOPE
S-2.50	ROOF FRAMING DETAILS - MONO SLOPE
S-2.60	ROOF FRAMING DETAILS
S-2.70	ROOF FRAMING DETAILS - PARAPET
S - 2.90	ROOF FRAMING DETAILS - TRUSS
S - 3.01	BUILDING SECTION - MONO SLOPE ROOF
S-5.00	WALL FRAMING ELEVATIONS — WOOD
	STUDS
S-5.10	WALL FRAMING DETAILS - WOOD STUDS
S-5.11	WALL FRAMING DETAILS - WOOD STUDS

# **PLUMBING**

S - 0.1

P-1.01 PLUMBING DETAILS AND SCHEDULE

# **Exhibit A, continued**

# MANUFACTURER'S DRAWINGS

_		7101011EITO DITITUO
	<u>ARCHIT</u>	ECTURAL
И	A-0	COVER SHEET
N		T & I FORMS
N		BUILDING OPTIONS SCHEDULE
Ν	A-0.1	SYMBOLS LEGEND, ABBREVIATION,
N	A-0.1	AND ADA SIGNAGE
N	4 0 0	
N	A-0.2	SCHEDULES
N	A-0.3	TYPICAL KEY PLANS- 24' TO 120'X40'
N	A-0.6D	ENERGY CALC'S- ELC FORMS-
N		120'X40' BUILDING
N	A-0.6E	ENERGY CALC'S- LTO/MCH FORMS-
N		120'X40' BUILDING
N	A-0.6F	ENERGY CALC'S- LTI FORMS-
N		120'X40' BUILDINGS
N	A-0.7	DESIGN ENERGY VALUES BY ZONE &
N		CALGREEN SPECIFICATIONS
N	A-1.03	FLOOR PLAN- 48' TO 120'X40'
N	A - 2.03	REFLECTED CEILING PLAN - 48' TO
N		120'X40'
N	A-2.20	
N	A-2.21	CEILING DETAILS - HARD LID
N	A - 3.33	ROOF PLAN - PARAPET - MONO
N	N 0.00	SLOPE 48' TO - 120'X40'
N	A-3.80	ROOF DETAILS— TPO ROOF
N	A-4.23	EXTERIOR ELEVATIONS — MONO OR
N	A-4.20	DUAL SLOPE 48' TO 120'X40'
N		(PARAPET)
N	A-5.01	CROSS SECTION - MONO SLOPE -
N	A-5.01	
N		0.018",B.U., OR TPR ROOF DECK OR
N	A F 0F	PARAPET
N	A-5.05	
N	A-5.51	ARCHITECTURAL DETAILS - WOOD
N		STUD - PLASTER
N	A-5.70	ARCHITECTURAL DETAILS - FLOOR
N	A-5.80	ARCHITECTURAL DETAILS -
N		MISCELLANEOUS/OPTIONS
N	A-5.81	ARCHITECTURAL DETAILS -
N		MISCELLANEOUS/OPTIONS
N	A-6.03	INTERIOR ELEVATIONS - 48' TO
N		120'X40'

# MECHANICAL

	M-0.1	MECHANICAL NOTES, SCHEDULES AND
1		DETAILS .
	M-4.01	MECHANICAL PLAN - ROOF MOUNT - 48'
1		TO 120'X40'
۱	M-4.02	MECHANICAL ROOF PLAN - ROOF MOUNT
ł		- 48' TO 120'X40'

# ELECTRICAL

E-1.03 ELECTRICAL PLAN - 48' TO 120'X40'

# SITE SPECIFIC SHEETS

	A-0N	COVER SHEET
$\setminus$	A-0.2N	SCHEDULES
V	A-1.03N	FLOOR PLAN - 48' TO 120'X40'
	A-2.03N	REFLECTED CEILING PLAN - 48' TO
	2.00	120'X40'
Ŋ	A - 4.23N	EXTERIOR ELEVATIONS — MONO DUAL
7		SLOPE - 48' TO 120'X40'
	A-6.03N	INTERIOR ELEVATIONS
V	P-1.02N	PLUMBING ISOMETRICS
7	M-4.01N	MECHANICAL PLAN - ROOF MOUNT - 48'
N		TO 120'X40'
1	M - 4.02N	MECHANICAL ROOF PLAN - ROOF MOUNT
N		- 48' TO 120'X40'
)	E-1.03N	ELECTRICAL PLAN - 48' TO 120'X40'

# **EXHIBIT B, continued**

# Schedule of Values

OWNER/CLIENT:	Oxnard School District 1051 South A Street Oxnard, California 93030	CONTRACTOR:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard, California 93031
ARCHITECT/ENGINEER:	Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles , California 90041	DATE CREATED:	04/05/ 2018
CONTRACT STATUS:	Draft	CREATED BY:	Patrick Waid (Viola Inc.)
EXECUTED:	No	SIGNED CONTRACT RECEIVED DATE:	
START DATE:	04/20/2018	ESTIMATED COMPLETION DATE:	07/23/2018
DEFAULT RETAINAGE:	5.0%	ACTUAL COMPLETION DATE:	
DESCRIPTION:			
INCLUSIONS:			
EXCLUSIONS:			

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	01-01-10 - Bond	Payment and Performance Bond	Other	\$ 6,939.00
2	01-01-20 - Insurance	Liability Insurance	Other	\$ 11,489.00
3	01-71-13 - Mobilization	Temp office, fencing and electric	Other	\$ 12,750.00
4	01 - General Requirements	Site Facilities, Supervision and Admin	Other	\$ 127,227.00
5	01-01-30 - Contractor Fee	Profit	Other	\$ 48,294.00
6	03-00-00 - Concrete	Foundation Stemwalls and SOG	Commitment	\$ 89,900.00
7	05-50-00 - Metal Fabrications	Metal fab embeds and grates	Commitment	\$ 9,667.00
8	06-10-53 - Miscellaneous Rough Carpentry	Misc Carpentry and demolition	Commitment	\$ 9,600.00
9	07-92-00 - Joint Sealants	Misc joint sealants at staff restrooms and sitework	Other	\$ 500.00
10	09-24-00 - Cement Plastering	Plaster patch at penetrations	Other	\$ 1,500.00
11	09-29-00 - Gypsum Board	Drywall at staff bathrooms	Other	\$ 6,400.00
12	09-30-00 - Tiling	Ceramic Tile at staff restrooms	Commitment	\$ 11,627.00
13	09-91-00 - Painting	Paint touch up at exterior and staff restrooms	Other	\$ 3,500.00
14	10-14-00 - Signage	Signage at exterior and staff restrooms	Commitment	\$ 3,550.00
15	10-28-00 - Toilet, Bath, and Laundry Accessories	Bathroom accessories at staff restrooms	Commitment	\$ 5,950.00
16	22-00-00 - Plumbing	Plumbing site waste, water, and stormdrain	Commitment	\$ 51,225.00
17	26-00-00 - Electrical	Electrical, Fire Alarm, Security, PA	Commitment	\$ 93,000.00
18	31-00-00 - Earthwork	Earthwork and Grading	Commitment	\$ 84,120.00
19	32-12-16 - Asphalt Paving	Asphalt and Concrete paving	Commitment	\$ 38,359.00
20	32-31-00 - Fences and Gates	Chainlink and Ornamental Fencing	Commitment	\$ 39,907.00
21	32-84-00 - Planting Irrigation	Landscape and Irrigation	Commitment	\$ 12,900.00
22	01-21-13 - Cash Allowances	Overtime/Saturday Premium time	Other	\$ 20,000.00

# **EXHIBIT B, continued**

			Grand Total:	\$745,144.00
28	01-21-13 - Cash Allowances	Unforeseen Condition Contingiency	Other	\$ 20,000.00
27	01-21-13 - Cash Allowances	CGS Allowance	Other	\$ 20,000.00
26	01-21-13 - Cash Allowances	Accessory installation at Modulars	Other	\$ 3,240.00
25	01-21-13 - Cash Allowances	DSA Plancheck Corrections	Other	\$ 10,000.00
24	01-21-13 - Cash Allowances	AC and Concrete patch	Other	\$ 1,000.00
23	01-21-13 - Cash Allowances	Flooring patch	Other	\$ 2,500.00

# **EXHIBIT B, continued**

Bid Sheet

csı	Spec Section Name	#	Brekke	McAuliffe	Ritchen	Notes
01000	General Conditions	1	140,777	142,411	141,465	see attached
01720	Field Engineering (Survey)	2	7,500	7,500	7,500	
02300	Earthwork and export	3				
	Mobilization	4	4,011	4,059	4,011	
	Demo/Clearing	5	6,931	6,989	5,755	
	RoughGrade	6	61,646	71,671	62,549	
	Fine Grade	7	9,227	7,506	6,255	
	Export spoils for footing/utility trenches	8	5,550	5,550	5,550	
02600	A/C Paving/ Site concrete	9				
	Mobilization	10	1,765	1,765	1,765	
	5"pcc on 6"cmb per 6/A1.04	11	11,040	19,238	27,972	
	3" AC on 6" cmb	12	7,613	15,360	5,932	
	4" AC on 12" cmb	13	7,318	0	0	
	concrete mow strip	14	0	1,058	0	
	Seal Coat	15	1,690	1,690	1,690	
02700	Pavement Marking & Bumpers	16	500	750	1,000	
02820	Fences & Gates	17	8,978	62,216	39,907	
02900	Landscape & Irrigation	18				
	Soil preparation	19	773	4,071	2,500	
	Sod installation	20	979	5,689	0	
	Plant removal	21	980	3,850	3,500	
	Cap adjust irrigation	22	1,850	5,875	5,950	
	Tree removal	23	0	0	350	
	Equipment move in/out	24	350	350	0	
	90 post maintenance	25	500	950	600	U.
03300	Cast in place Concrete	26				
	Foundation/ Stemwalls	27	53,607	53,607	53,607	
	Rat slab w Stego	28	14,009	14,009	14,009	
	Reinforcing Steel	29	22,285	22,285	22,285	
04200	Masonry Touch up	30	0	2,500	2,500	
05500	Misc metal fab grates/embeds/DF posts	31	9,667	9,667	9,667	
06610	Misc. Carpentry - M & T Concrete	32	8,400	9,600		staff restrooms
07920	Joint Sealants	33	500	500		staff restrooms
09200	Drywall at Staff bathrooms	34	3,200	6,400	6,400	staff restrooms
09240	Plaster Patch	35	1,500	1,500	1,500	staff restrooms
09300	Ceramic Tile	36	11,627	11,627	11,627	staff restrooms
09700	Painting, Coatings & Wall Coverings	37	3,500	3,500	3,500	staff restrooms
10200	Signage	38	3,450	3,615	3,550	staff restrooms
10150	Toilet Partitions & Accessories	39	200	7,940	5,950	staff restrooms
15400	Plumbing	40				

#17-218

# **EXHIBIT B, continued**

	Staff restroom material	41	0	0	2,161	
	Stormdrain reroute material	42	2,566	0	0	
	Condensate material	43	1,621	1,621	1,621	
	Sanitary Sewer material	44	3,370	2,732	2,316	
	Domestic Cold Water material	45	4,174	3,418	2,803	
	Staff restroom labor	46	0	0	7,888	
	Stormdrain reroute labor	47	7,465	0	0	
	Condensate labor	48	7,398	7,398	7,398	
	Sanitary Sewer labor	49	12,487	12,945	12,676	
	Domestic Cold Water labor	50	14,626	13,780	14,362	
16000	Electrical	51				
	Trenching/Underground	52	26,000	10,500	6,000	
	Rough Electrical	53	26,000	46,000	38,000	
	Fire Alarm	54	22,000	22,500	22,000	
	Communications	55	22,000	22,000	22,000	
	Security	56	5,000	5,000	5,000	
		57	1000			
allowance	Overtime/Saturday premium time	58	20,000	20,000	20,000	
allowance	Flooring patch	59	2,500	2,500	2,500	
allowance	Misc AC/Concrete patch and paving	60	6,975	1,000	1,000	
allowance	DSA Plancheck corrections	61	10,000	10,000	10,000	
allowance	Accessories install @ modulars	62	3,240	3,240	3,240	
allowance	CGS allowance	63	20,000	20,000	20,000	
	Misc Specialties		0	0	0	
012116	Contingency		20,000	20,000	20,000	
	SUBTOTAL		649,344	739,932	689,911	0
010130	OVERHEAD & PROFIT		45,454	51,795	48,294	0
010110	BOND		6,531	7,442	6,939	0
			Base Bid	Base Bid	Base Bid	
	Bid Total:		701,329	799,169	745,144	0
	Actual Bid					

#### Exhibit A ABBREVIATIONS BLOCK & LINETYPE LEGEND AC SPIPAL COUNTY AC A SPIPAL COUNTY AT A ARRAY, TANGET BID - BACKEROL BID SIND = SOCRALA DIANN SIN = SOCRALA DIANN SIN = SONAL SINTE SINC = SONAL SINTE SINTE SINC = SONAL SINTE SINC = SONAL SINTE SINTE SINT = SONAL SINT S H - MEASURED PY PINE M - MEASURED PY PINE M - MEASURED BUPB = BLECTING PALL BOY BH = BLECTING MANISCH DIST = BLECTING MAIN DIST = BLECTI DRAIN INLET LIGHT STANDARD CLEAN OUT SIGN GAS METER SANITARY SEWER MANHOLE ₩ GAS VALVE STORM DRAIN MANHOLE 34 FIRE HYDRANT WATER VALVE COMMUNICATIONS MANHOLE POST INDICATOR VALVE (D) TELEPHONE MANHOLE BOUNDARY LINE © ELECTRIC MANHOLE - - CENTER LINE GUY WIRE ---- EASEMENT LINE - POWER POLE FENCE LINE O TRAFFIC SIGNAL STANDARD - FLOW LINE CONTROL OF THE TRUMK) ON E DOUBLE NETTER TRUMK) OC = DODOUGUS OC = DOSE OC GRASS CORONADO PLACE FD 1-1/2" IP ILLEGIBLE 99.17' INT. CABRILLO WAY & ASTORIA PLACE CABRILLO WAY N89\*57\*00"W AC (98.82 FL)—(99.31 TC)— (99.38 FL) (99.92 TC) (99.39 FL) (89.39 TC) CNC (99.38 TC) (98.94 FL)--100 CNC WALL 4.0'H W/CHLF 4.0'H (99.61 TC) (99.09 FL) WALL 4.0'H\_ W/CHLF 4.0'H (99.47 FL)-(100.00 TC)-SN STOP DO NOT ENTER (100.03 TC) (99.52 FL) (99.47 TC)-(99.06 FL)-GATE (99.10 TC)---(99.07 FL)---\_CHLF TEE 4.0" & 8.0"H 100 (99.08 TC)---(99.06 FL)---WALL 4.0'H W/CHLF 4.0'H AC AD C2.0 INV 99.50 \_AD C2.0 INV 99.76 PIPE 4" MTL ON BLDG\_ 100.55" \_AD C2.0 INV 99.97 RITCHEN ELEMENTARY SCHOOL November 2017 OXNARD SCHOOL APN 181-0-084-010 DISTRICT Frederick J. Tice, PLS 7585 BASIS OF BEARINGS: Tract No. 1593-3, Book 49, Pages 3-4 of Miscella (MR). Basis of Bearings being the centerline of Cabrillo Way N 89°57'00" W along centerline. ENGINEERS INC CWS Expound Out Bid by the Westlow Nillook C 91382 805.648.4840 Phone CONSTRUCTION MANAGEMENT BOUNDARY DISCLAIMER OXNSD.131295.06 THIS TOPOGRAPHIC MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY, THE PROPERTY BOUNDARES SHOWN ON THIS MAP AND THEIR SPATIAL RELATIONSHIP TO EACH OTHER AND TO THE MIPROVEMENTS SHOWN HEREON ARE APPROXIMATE. THEIR LOCATIONS ARE BASED UPON LIMITED AND MOUNTENTATION AND RECORD INFORMATION. SHEET 1 OF 1 BASIS OF ELEVATIONS: Assumed OXNSD.131295.06 \* TOPO3.dwg \* 11/15/2017 \* RCS \* E-File

#### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

- 1 -

OXNARD SCHOOL DISTRICT

CONTRACT V

**CONSTRUCTION SERVICES AGREEMENT** 

1 f. f. + +

Ritchen Elementary School New Addition

November 1, 2017

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

### **SECTION 1. DEFINITIONS**

- A. <u>Construction</u>. The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. <u>Construction Documents</u>. The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
  - C. <u>Contract Documents</u>. The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

- 2 -

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. <u>Preconstruction Services</u>. The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in Exhibit B related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. <u>Project</u>. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. <u>Project Manual</u>. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. <u>Site</u>. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit** A to the Site Lease.
- I. <u>Site Lease</u>. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. <u>Specifications</u>. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. <u>Subcontractor</u>. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. <u>Sublease</u>. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. <u>Sublease Payments.</u> The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. <u>Tenant Improvement Payments</u>. The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

- 4 -

services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

### SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00). (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in Exhibit B with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have

been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

## SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

## **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

## SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

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.
- 1. 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, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

#### **SECTION 11. NOT USED**

## SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

## SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

## SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

#### SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

#### SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

## SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

## SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

## SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
  - (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
  - (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

## SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

## **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

## **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney, Garcia Hernandez Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

## SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

## SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

## SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

## SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

## SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

#### SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

## SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

#### SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

#### SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

## CONTRACTOR

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager

## THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

By:	Michael T. Viola	

Mich

Title: CEO

Date: 11/8/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

## **EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

## **EXHIBIT B**

#### Oxnard School District - Ritchen ES New Addition

#### **Preconstruction Services**

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

#### 2. Professional Constructability Review

- A. <u>Definition</u>: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. <u>Deliverable</u>: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

#### 3. Value Engineering Services

- A. <u>Definition</u>: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. <u>Deliverable</u>: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. <u>Definition</u>: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. <u>Definition</u>: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. <u>Deliverable</u>: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

#### 6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.
- 7. Schedule for Pre-Construction Services.
- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.
- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:	OXNARD SCHOOL DISTRICT, a California school district:
By: Michael T. Viola	By: Lisa A. Franz Lisa a. Franz
Title: CEO	Title: <u>Director</u> , <u>Purchasing</u>
Date:11/8/2017	Date: 11->8-17



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2017

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

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

PRODUCER	CONTACT Debbie Irwin		
Tolman & Wiker Insurance Services LLC #0E52073		(805) 585-6200	
196 S. Fir Street	E-MAIL ADDRESS: dirwin@tolmanandwiker.com		
PO Box 1388	INSURER(S) AFFORDING COVERAGE	NAIC #	
Ventura CA 93002-1388	INSURER A: Westchester Fire Ins Co	21121	
INSURED	INSURER B: West American Ins Co	44393	
Viola Inc.	INSURER C: RSUI Indemnity Co	22314	
P. O. Box 5624	INSURERD: Everest National Ins Co	010120	
	INSURER E:		
Oxnard CA 93031	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC - REVISION NUMBER:

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

NSR LTR		TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMB			POLICY EFF POLICY (MM/DD/YYYY) (MM/DD/		(YY) LIMITS		
		COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,00
A		CLAIMS-MADE X OCCUR	1				PREMISES (Ea occurrence)	\$	50,00
	X	Owners & Contractors		G22012782012	4/1/2017	4/1/2018	MED EXP (Any one person)	\$	5,00
				Excludes all			PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:		WRAP/OCIP Work			GENERAL AGGREGATE	5	2,000,00
		POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	5	2,000,000
		OTHER:						\$	
	AUT	OMOBILE LIABILITY	1				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	Х	ANY AUTO				BODILY INJURY (Per person)	\$		
_	ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	K	BAA (18) 56449245 4/1/2017 4,	4/1/2018	BODILY INJURY (Per accident)	\$			
					PROPERTY DAMAGE (Per accident)	\$			
						Drive other car	\$		
		UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	4,000,000
С	х	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	4,000,000
-		DED RETENTIONS		NHA242238	4/1/2017	4/1/2018		\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY					X PER STATUTE OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	JTIVE Y/N N/A		1/1/2018	E.L. EACH ACCIDENT	\$	1,000,000	
D	(Man	fatory in NH)	.,,,,	7600000614171 1/1/2017		E.L. DISEASE - EA EMPLOYEE	S	1,000,000	
		describe under RIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	5	1,000,000
	51.00	TOTAL STATE OF STATE					E.E. DIOCHE POLICY ENVIRON	9	1,00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ritchen Elementary School New Addition, Site Location: 2200 Cabrillo Way, Oxnard, CA 93030
GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.

GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during

the policy term.

ΕF	रा	1F	CA.	TE	H	)L	DER	

Oxnard School District 1055 South C 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

Greg Anderson/DEBBII

Drugor Vinderson

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE** 

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SIG

Policy Symbol GLW	Policy Number	Policy Period	Effective Date of Endorsement
	G22012782012	04/01/2017 TO 04/01/2018	04/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

GLE 0007 01 96 Page 1 of 1

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- During the policy period shown in the Declarations; and
- **b.** Within the coverage territory. The coverage territory is:
- a. The United States of America;
- 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.

#### 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.



275

#### SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as lessee.

#### **RECITALS**

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") which will become Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

## **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

#### SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

#### **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

(a) The District has good title to the Site.

- (b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).
- (c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.
- (d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.
- (e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.
- (f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous

Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

## SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.
- (c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will

materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

- (e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.
- (f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

## SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

## **SECTION 6. Purpose**

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

#### **SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

## SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain

unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

#### SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

## SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

## SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

## SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

#### SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

#### SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in

Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

#### **SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

## **SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

## SECTION 17. Notices

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

#### If to Contractor:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc. 1901 Victoria Avenue. Suite #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

## SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

## SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

## SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

#### SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### **SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

## SECTION 23. Applicable Law

This Site Lease 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 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

## SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR:	THE DISTRICT:
Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Attn: Patrick Waid	Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030
Miller	By: Lisa A. Franz Sia Q. Franz
By: Michael T. Viola	By: Lisa A. Franz Ola G. Thang
Title: CEO	Title: Director, Purchasing
Date:11/8/2017	Date: 11-28-17

## **EXHIBIT A**

Legal Description of Site

Will be Supplied and this Exhibit amended upon the Approval by the Division of State Architect of the State of California of the final Plans and Specifications

## SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as sub-lessee, Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as sub-lessor.

#### **RECITALS**

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") which will become improvements to Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

#### **SECTION 1. Sublease**

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

## SECTION 2. Term

- (a) The term of the Sublease (the 'Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:
- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
- (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
- (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
- (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

## SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

## SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.
- (c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.
- (e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.
- (f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.
- (g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

## SECTION 5. Construction/Acquisition

- (a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.
- (b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District

determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

## SECTION 6. Payments

- (a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.
- (b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.
- (c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

## SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

#### SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the

Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

## SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

## SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

## SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

## SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

## SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement.

## SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

## SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or

liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

## SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

## SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

## SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

## SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

#### SECTION 20. Sublease Prepayments/Purchase Option

- Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor: (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.
- (1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:
- (A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.
- Contractor shall also submit to the District (i) duly executed (B) conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.
- (2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

- (3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.
- (b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

## SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

#### SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

## SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

#### SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

## SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

#### If to Contractor:

Viola Inc. 1144 Commercial Ave, Oxnard, CA 93035 Attn: Patrick Waid

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030 Attn: Dr. Cesar Morales, Superintendent

## With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

#### And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 26. Titles**

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

#### **SECTION 27. Time**

Time is of the essence in this Sublease and each and all of its provisions.

## SECTION 28. Applicable Law

This Sublease 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. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

THE DISTRICT:

Date: 11-28-17

Viola Inc.

1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

By: Michael T. Viola

Director, Purchasing

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: Lisa A. Franz

Title: CEO

Title: Director, Purchasing

**CONTRACTOR:** 

Date: 11/8/2017

#### **EXHIBIT A**

#### **PAYMENT PROVISIONS**

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in an amount to be negotiated at GMP on a per month basis. The Sublease payments shall be in consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and be negotiated at GMP for a period of twelve (12) months beginning as stated in **Section 2** above and using the structure below.

The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **Three Percent (3.0%):** 

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$Numeric Lease Payments/12	\$	\$
30 days thereafter	\$Numeric Lease Payments/12	\$	\$

30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease	\$ \$
	Payments/12	
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$
30 days thereafter	\$Numeric Lease Payments/12	\$ \$

**Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein.

## OSD BOARD AGENDA ITEM

A. Preliminary	
Study Session Report	
B. Hearing:	
C. Consent Agenda	
Agreement Category:	
Academic	
Enrichment	
Special Education	
Support Services	
Personnel	
Legal	
Facilities	
D. Action Items	
E. Approval of Minutes	
F. Board Policies 1 <sup>st</sup> Reading <u>X</u> 2 <sup>nd</sup> Reading	
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 <i>italicized</i> font on the attached. The deleted language is indicated by	
strikethrough on the attached.	
strikethrough on the attached.	
FISCAL IMPACT:	
None	
Tone	
RECOMMENDATION:	
It is the recommendation of the Assistant Superintendent Educational Services that the Board of Truste approve the revisions to BP 6162.5 as outlined above.	es
ADDITIONAL MATERIAL:	
BP 6162 5 (3 pages)	

Instruction BP 6162.5(a)

#### 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 measure, 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, appropriate placement in district programs, and/or eligibility for graduation. 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, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

```
(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, graduation, 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:

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 Oxnard, California

Revised: May 2, 2018



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH 'A' STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	Regular Board Meeting – Organizational Meeting of the Board (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."