

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Monica Madrigal Lopez, Clerk
Mr. Denis O'Leary, Member
Dr. Jesus Vega, Member
Mrs. Debra M. Cordes, Member

ADMINISTRATION

Dr. Cesar Morales
District Superintendent
Ms. Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA #17
REGULAR BOARD MEETING
Wednesday, June 5, 2019
5:00 p.m. – Study Session
Closed Session to Follow
7:00 p.m. - Regular Board Meeting

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

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

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

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June 5, 2019

**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:

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

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

Mr. Jorge Mares, Principal at Marina West Academy of Environmental Science & Creative Arts, will introduce Casimira Lopez, 4th grader in Mrs. Mayeda’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 Casimira Lopez, 4th grader in Mrs. Mayeda’s class; then read in Spanish by Amy Ayleen Elenes, 5th grader in Mrs. LaRaia class.

A.4 Presentation by Marina West Academy of Environmental Science & Creative Arts

Mr. Jorge Mares, Principal will provide a short presentation to the Board regarding Marina West Academy of Environmental Science & Creative Arts. Following the presentation, President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL:

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

A.6 Recognition by California Association for Bilingual Education, 2019 Seal of Excellence Award – Elm Street School (Morales)

The Board of Trustees will recognize Elm Street School for receiving the California Association 2019 Seal of Excellence Award for Bilingual Education. This prestigious award represents a true academic achievement, and it is a testament to the hard work of Elm Street School’s educators and students. Your tremendous efforts to provide an exceptional and distinguished bilingual education to your students is better preparing them with the 21st Century skills they will need to succeed and fulfill their fullest potential. Congratulations to the Elm Street School Leopards on this well-deserved recognition and accomplishment.

A.7 Study Session: Oxnard School District 2019-2020 Local Control Accountability Plan (DeGenna)

The Board of Trustees will receive a presentation on the Oxnard School District’s Local Control Accountability Plan (LCAP) for 2019-2020.

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

Section A
PRELIMINARY
(continued)

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

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

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

A.9 Closed Session

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

2. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
 - Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel – Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

 - Reassignment, Appointment
 - a. Appointment Recommendation: Assistant Principal
 - b. Appointment Recommendation: Superintendent

A.10 Reconvene to Open Session

7:00 PM

A.11 Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session.

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

Section A
PRELIMINARY
(continued)

A.12 Announcement of New Administrator to the Board of Trustees (Dr. Morales)

Administration will introduce the following administrator in a new position, to the Board of Trustees:

- Tyler Higa, Principal at Curren School (K-8)
- Gilbert Elizarraraz, Principal at Driffill School (K-8)
- Larry Scott Carrol, Principal at Haydock Academy of Arts and Sciences (6-8)

A.13 Recognition of Parent Volunteers of the Year (Dr. Morales)

The Board will recognize a Parent Volunteer of the Year from each of the District's schools for 2018-2019.

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

The District is in its seventh year of outsourcing the work of providing simultaneous translation services for the board meetings in Spanish. All Languages Interpreting and Translating has provided simultaneous translating services for the regular board meetings since September 5, 2012 through June 19, 2019. The Board of Trustees will review the simultaneous translation services and consider if they would like to continue to provide the services to the public for the 2019-2020 fiscal year, beginning in August 2019.

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

**Section B
PUBLIC COMMENT/HEARINGS**

B.1 Public Comment (3 minutes per speaker/15 minutes per subject)

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. Public Comment shall be limited to a total of fifteen (15) minutes per subject, with a maximum of three (3) minutes per speaker.

B.1 Comentarios del Público (3 minutos para cada ponente/15 minutos por tema)

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. Los comentarios del público estarán limitados a un total de quince (15) minutos por tema, y un máximo de tres (3) minutos por persona.

B.2 Public Hearing – Oxnard School District 2019-2020 Local Control Accountability Plan (DeGenna)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2019-20 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 19, 2019 Board Meeting. It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2019-20 Local Control and Accountability Plan.

Presentation:
Board Discussion:
Public Comment:

Motion: _____, Second: _____

ROLL CALL:

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

B.3 Public Hearing - Oxnard School District 2019-20 Budget (Penanhoat/Crandall Plasencia)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2019-20 Budget prior to its adoption at the June 19, 2019 Board meeting. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2019-20 Budget

Presentation:
Board Discussion:
Public Comment:

Motion: _____, Second: _____

ROLL CALL:

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

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

Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL:

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

C.I Agreements

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

Academic:

- #19-14 with Center for Teaching to provide professional development in the area of the Dual Language Program during the 2019-2020 school year. The presenters will provide a presentation titled “How to Help Model Children Succeed in a Dual Language Program” in Spanish and English, amount not to exceed \$97,100.00, to be paid with Title I funds. DeGenna/
Batista
- #19-15 with Ventura County Office of Education – Math Program, VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates during the 2019-20 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards, amount not to exceed \$21,800.00, to be paid with ASES Grant funds. DeGenna/
Shea
- #19-16 with Ventura County Office of Education – Language Arts Program, VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month during the 2019-20 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards, amount not to exceed \$16,800.00, to be paid with ASES Grant funds. DeGenna/
Shea

Enrichment:

- #19-02 with City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2019-2020, agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide extra enrichment, recreation, literacy, and math. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting, amount not to exceed \$2,100,000.00, plus reimbursement for ASES funded supplemental grant activities, and “Additional Services” not to exceed \$50,000.00, to be paid from After School Education and Safety (ASES) Grant and Title I funds. DeGenna/
Thomas

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

Section C
CONSENT AGENDA
(continued)

C.I Agreements (continued)

Enrichment:

- #19-17 with Hip Hop Mindset will provide hip hop dance lessons to students in the Oxnard School District. The program will provide extra enrichment for students after school, from July 1, 2019 through June 30, 2020, amount not to exceed \$75,000.00, to be paid with ASES funds. DeGenna/
Shea

Support Services:

- #19-18 with AVID Center, to trains and supports educators in using proven practices in order to prepare students for success in high school, college, and a career, especially students traditionally underrepresented in higher education. Professional development is a critical component of the program and will be provided during the 2019-20 school year. This program is utilized in grades 6-8 in our K-8 and Middle Schools. We are adding the AVID Excel Program in order to support our EL students who can benefit from AVID strategies and still need English Language support. The professional development component for this program includes classroom visits, amount not to exceed \$5,300.00, to be paid with Title I funds. DeGenna/
Thomas
- #19-19 with Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to Campus Assistants and volunteer coaches during the 2019-2020 school year. Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff. Certification is valid for 2 years. Classes typically run from 4-6 hours, amount not to exceed \$9,000.00, to be paid with General Vaca/
Magana
- #19-20 with Ventura Unified School District, this Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District. The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 18 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2019-20 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided; amount not to exceed \$4,726.63 (matching funds), to be paid with Title I funds. DeGenna
- #19-26 with FoodCorps Inc. The Oxnard School District must renew the annual agreement with FoodCorps to acquire a new service member. The FoodCorps Member will work at designated school service sites to implement District designated healthy school culture initiatives. The member will continue efforts initiated during the 2018/19 SY in the area of Food Waste reduction efforts (Food Share Tables, Trash Separation, Food Donations) and nutrition education. FoodCorps nutrition education activities and programing are in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school activities and required nutrition education and will not displace teachers, staff or volunteers, amount not to exceed \$7,500.00, to be paid with CNS funds. Penanhoat/
Lugotoff

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

Section C
CONSENT AGENDA
(continued)

C.1 Agreements (continued)

Support Services:

- #19-27 with CSM Consulting Inc. CSM Inc. has been providing E-Rate services to the district for all telecommunications and internal connections applications since 2005 to ensure the district maximized its full potential in achieving ERate funds, in order to remain consistent and receive the maximum benefits available from E-Rate, Administration proposes renewing the agreement with CSM Consulting Inc., who will provide services for 10% of the E-Rate application base and telecommunications cost recovery at a cost not to exceed \$31,000.00 per year for a total contract amount of \$93,000.00, for filing years 2019-2020, 2020-2021, & 2021-2022, amount not to exceed \$31,000.00 per year, for a three (3) total of \$93,000.00, to be paid from the General Fund. Penanhoat/
Franz

C.2 Ratification of Agreements

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

Special Education:

- #18-238 with PRIDE Learning Co. will provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department, amount not to exceed \$10,000.00, to be paid with Special Education funds. DeGenna/
Madden

C.3 Award of Formal Bid #18-02 and Approval of Agreement #18-236 for Roof Replacement 2019 – Fremont (9 Bldgs.)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #18-02 Roof Replacement 2019 – Fremont (9 Bldgs.), and enter into Agreement #18-236 with Channel Islands Roofing Inc., in the amount of \$524,476.00, to be paid out of the Deferred Maintenance Funds. Dept/School
Penanhoat

C.4 Award of Formal Bid #18-01 and Approval of Agreement #18-237 for Asphalt Paving 2019 – McAuliffe & Brekke

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #18-01 Asphalt Paving 2019 – McAuliffe & Brekke, and enter into Agreement #18-237 with Pave West Inc., in the amount of \$139,590.00, to be paid out of the Deferred Maintenance Funds. Dept/School
Penanhoat

C.5 Approval of Field Contract #FC-P20-00001 – Reliable Floor Covering Inc.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field Contract #FC-P20-00001 to Reliable Floor Covering Inc., in the amount of \$59,867.00, to be paid out of the Deferred Maintenance Funds (Frank = \$34,561.00 and Ramona = \$25,306.00). Dept/School
Penanhoat

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

Section C
CONSENT AGENDA
(continued)

C.6 Ratification of Amendment #2 to Agreement/MOU #15-162 - City of Oxnard, for Joint Use of Lemonwood Park

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify Amendment #2 to Agreement/MOU #15-162 with the City of Oxnard. Amendment #2 requires the District to continue to lease the park areas for a monthly fee of \$100.00, and will extend the agreement until September 30, 2019. The approximate not-to-exceed amount of \$400.00 will be funded from Master Construct and Implementation Funds.</p>	<p>Dept/School Penanhoat/ CFW</p>
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C.7 Ratification of Change Order No. 006 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 006 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount of \$47,413.00 to be credited back to the Master Construct and Implementation Funds. The Board's ratification of this decrease to the overall project budget constitutes approval of the decreased allocation of \$47,413.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</p>	<p>Dept/School Penanhoat/ CFW</p>
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C.8 Ratification of Change Order No. 007 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 007 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount of \$22,674.00 to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$22,674.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</p>	<p>Dept/School Penanhoat/ CFW</p>
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C.9 Ratification of Change Order No. 008 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 008 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project, \$56,701.00 to be charged to the Master, Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$56,701.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</p>	<p>Dept/School Penanhoat/ CFW</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
 (continued)

C.10 Ratification of Change Order No. 009 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 009 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount of \$23,577.00 to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$23,577.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</p>	<p>Dept/School Penanhoat/ CFW</p>
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C.11 Ratification of Change Order No. 019 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 019 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project. Amount of \$27,594.00 to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$27,594.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</p>	<p>Dept/School Penanhoat/ CFW</p>
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C.12 Ratification of Change Order No. 020 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 020 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project. Amount of \$11,683.00 to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$11,683.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</p>	<p>Dept/School Penanhoat/ CFW</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.13 Ratification of Change Order No. 021 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 021 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project. Amount of \$35,026.00 to be charged to the Master Construct and Implementation Funds. The Board’s ratification of this increase to the overall project budget constitutes approval of the allocation of \$35,026.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

Dept/School
Penanhoat/
CFW

C.14 Approval of Resolution #18-35 to Close Measure R Bond Construction Fund (Fund 213)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #18-35 to close the Oxnard School District Measure R Bond Construction Fund (Fund 213).

Dept/School
Penanhoat/
Cradall
Plasencia

C.15 Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2019/2020

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

Dept/School
Penanhoat/
Franz

C.16 Request for Approval of Increase to Meal Prices

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices as outlined above. The Child Nutrition Fund will experience a slight increase in revenue due to the price increases per paid meal.

Dept/School
Penanhoat/
Lugotoff

C.17 Personnel Actions

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

Dept/School
Vaca

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

**Section D
ACTION ITEMS**

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

D.1 Approval of Variable Term Waiver for Bilingual Authorization for 2018-19 for Coraima Alfaro (Dr. Vaca)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver, as described under Education Code 44253.3, for Coraima Alfaro to serve as a Dual Language Instruction (DLI) seventh grade teacher at Soria, K-8 School for the 2018-19 school year until the employee takes and passes the California Teacher of English Learners (CTEL) examinations and obtains bilingual authorization.

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

District Goal One: All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Coraima Alfaro for the 2018-19 school year, as presented.

ROLL CALL:

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

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

Section E
APPROVAL OF MINUTES

E.1 Approval of Minutes

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

- May 15, 2019, Regular Board Meeting

Moved:
Seconded:
Vote:

ROLL CALL:

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

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

Section F
BOARD POLICIES

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

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

**Section G
CONCLUSION**

G.1 Superintendent’s Announcements (3 minutes)

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

Notes:

G.2 Trustees’ Announcements (3 minutes each speaker)

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

Notes:

G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

Time: _____

ROLL CALL:

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

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



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 6/5/19

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

**OXNARD SCHOOL DISTRICT 2019-20 LOCAL CONTROL ACCOUNTBILITY PLAN
(DEGENNA)**

The Board of Trustees will receive a presentation on the Oxnard School District's Local Control Accountability Plan (LCAP) for 2019-2020.

FISCAL IMPACT: None

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

ADDITIONAL MATERIAL: None



2018-2019

CONGRATULATIONS!
Volunteer Parents of the Year
OXNARD SCHOOL DISTRICT

Brekke School



Volunteer Parent of the Year:
Amanda Ochoa



Mrs. Amanda Ochoa is a member of PTA. She currently is the VP of Fundraising and has been instrumental in putting together events that have not only brought funds for the school, but have brought Brekke families together to have fun and build community. Mrs. Ochoa is always positive, has lots of energy and is always willing to help students at Brekke. We appreciate all of her hours of dedication to our school without expecting anything in return.

---Bertha Anguiano, Principal



Cesar Chavez School



Volunteer Parent of the Year: Aurora Ortiz-Alcantar



Mrs. Ortiz-Alcantar is one of the most deserving people for the Volunteer of the Year Award. She sees the need to help children and is very dedicated to helping our Chavez students in any way she can; by joining our field trips, reading with students, coming to our campus on rainy days to help and many other ways. Though her daughter has moved to another school, Mrs. Ortiz-Alcantar continues to volunteer at Chavez School with her positive attitude and has become part of the Chavez family. Thank you for all you do to make our lives better.

--- Brasilia Perez, Principal

Curren School



Volunteer Parent of the Year:
Jeralyn Negri



Mrs. Negri is the most dedicated parent I have ever met! From bulletin board to CHAMPS posters to calendars to the Curren Staff Lounge, she makes our school a beautiful place for staff and students. As the treasure for the PTA, Mrs. Negri worked to fundraise money for a new state for our cafeteria. Curren School is enriched because of Mrs. Negri's tireless dedication.

---Christine McDaniels, Principal

Driffill School



Volunteer Parent of the Year: Marisela Morales



Mrs. Morales is the mother of Adan, Rebecca, and Abigail. Thank you to the Morales-Herrera Family for lending her to us. This family has been a Driffill family since 2014 and since the beginning, Mrs. Morales joined our ELAC committee and became a very active parent. Mrs. Morales attends our morning ELAC meetings, is on the PTA, and is always willing to help at different activities for her children. We are grateful for her services and her efforts encouraging others to participate with Driffill School activities.

---Carol Flores Beck, Principal

Elm School



Volunteer Parent of the Year: Roxana Mendoza



It is with tremendous pleasure that I recommend Ms. Roxana Mendoza for the 2019 Elm St. School Parent Volunteer of the Year Award! Ms. Mendoza is the proud parent of two Elm Leopards. She is our reliable and constant parent whom no matter what meeting or event, if we need help she is there. Ms. Mendoza is a parent who sees her role in helping out at her children's school not only as a benefit for her children, but for the entire student body. Thank you Ms. Roxana for your many years throughout these years. I greatly appreciate and value you! Congratulations on this recognition.

--- Leticia Ramos, Principal

R.J. Frank School



Volunteer Parent of the Year: Patricia Avalos



Mrs. Avalos has been a member of our PTO for the past 3 years. She currently is Frank Middle School's PTO president. She is always willing to help and go the extra mile. She is always there to support our PTO from Back-to-School night, spirit wear sales, fundraiser events, and most recently decorating our staff lounge for a Teacher Appreciation luncheon.

---Gabe Covarrubias, Assistant Principal

Fremont School



Volunteer Parent of the Year:
Chrisma Aguilar



While leading the Fremont PTA, Ms. Aguilar has done an outstanding job for both the staff and students. She has paved the way for continued success for the future Fremont PTAs and has given of herself tirelessly. Her dedication and countless hours of commitment is truly appreciated and the Fremont family is forever grateful.

---Chantal A. Witherspoon, Principal

Harrington School



Volunteer Parent of the Year:
Maria Carmen Mondragon



Mrs. Mondragon serves on both PTA and School Site Council. Additionally, she supports her children's classes continuously throughout the year. Mrs. Mondragon treats all of our students as if they were her own kids, with love and compassion. Not only is Mrs. Mondragon an exemplar parent volunteer, this year she was literally a lifesaver during a very unfortunate situation. We will forever be indebted to her for this act of bravery!

---Allison Cordes, Principal

Haydock School



Volunteer Parent of the Year:
Carrie Yost



Ms. Yost has been an incredible supporter of Haydock Academy over the past two years. She serves as PTA secretary and has been the driving force behind several PTA fundraisers. We have truly benefitted from her constant energy and positivity. Ms. Yost has helped make Haydock a great place for students through her contributions to our school. Thank you, Ms. Yost.

---Greg Brisbine, Principal

Kamala School



Volunteer Parent of the Year: Olivia Mendoza



Ms. Mendoza is a PTA, ELAC, DELAC, whatever I can do to help parent. Always with a smile on her face and encouragement for ALL to get involved and support the students and the school. Not only does she volunteer for all, she models lifelong learning for her kids and attends Triple P classes, Parent STEM, reading and math nights, A-G requirement information meeting...every learning opportunity available. She is a phenomenal support for the students and staff and we truly appreciate all that she does for Kamala!

---Dr. Jodi Nocero, Principal

Lemonwood School



Volunteer Parent of the Year: *Maria Aspera*



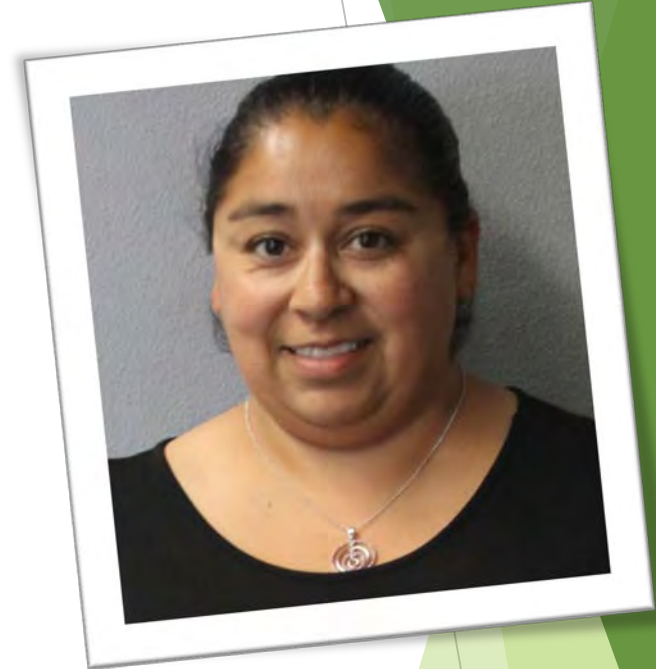
Maria is a parent who is actively involved in our Lemonwood community, volunteering to serve on both School Site Council and PTA. She has a wonderful parent perspective on school-wide goals and budget, and is always finding ways for us to build our family engagement. Through PTA, she has been supportive with new events, such as Dia de Los Muertos, Movie Nights and our upcoming Hula Hoop assembly. We are so fortunate to have her as one of our Lion parents!

---Sally Wennes, Principal

Marina West School



Volunteer Parent of the Year:
Lisa Lopez



Mrs. Lopez goes above and beyond in helping out at Marina West School. She always makes herself available to help the school in any area of need. She is a current PTA Board Member and has been on SSC and ELAC in the past. We are very privileged to have such a caring, hardworking & dedicated volunteer at our school.

---Jorge Mares, Principal

Marshall School



Volunteer Parent of the Year:
Kimberly Polis



Ms. Polis is always willing to help at Marshall School. She is active in School Site Council, PAC, and she volunteers in the classroom as well as helping with the CHAMPS Store twice a month.

---Sarah Lepe, Principal

McAuliffe School



Volunteer Parent of the Year: Rowena Vollmer



“Since you get more joy out of giving joy to others, you should put a good deal of thought into the happiness that you are able to give.” —Eleanor Roosevelt

A huge thanks to Rowena for giving joy to children through organizing McAuliffe’s sports program and by supporting students in the classroom as a volunteer. Thank you for spreading happiness.

---Mary A. Elisondo, Principal

McKinna School



Volunteer Parent of the Year:
Roberto Vicente



Mr. Vicente participates in all of our parent committees including SSC, ELAC, and now newly elected on the PTA board. He also participates in all offered parent classes and family nights.

---Wendy Garner, Principal

Ramona School



Volunteer Parent of the Year:
Rocio Ayala



Ms. Ayala is a very involved parent and although she does not have much time to spare, she finds a way to be the Secretary for PTA, Cheer Mom and volunteer to many of the PTA sponsored events. Events such Back to School Night, Talent show, Scholastics Library Fair, and also been the Cheer Mom by attending the many games that our cheerleaders get to attend. Which are plenty given that we have three teams. Ms. Ayala, the students and staff family thank you for your commitment and dedication.

---Dr. Andres Duran, Principal

Emilie Ritche School



Volunteer Parent of the Year: Jade Mohorko Ortiz



For several years, Jade has served a critical role on our school PTA with leadership, planning, budget, and membership in order to provide our student population with exciting and rewarding opportunities that increase student motivation and engagement. Even though she is a full-time teacher with the Oxnard School District, she has dedicated her time to support Emilie Ritche School. For this, we are extremely grateful for her involvement as a parent volunteer in raising the level of excellence of our school.

---Dr. Andrés Santamaría, Principal

Rose Avenue School



Volunteer Parent of the Year: Azucena Gonzalez



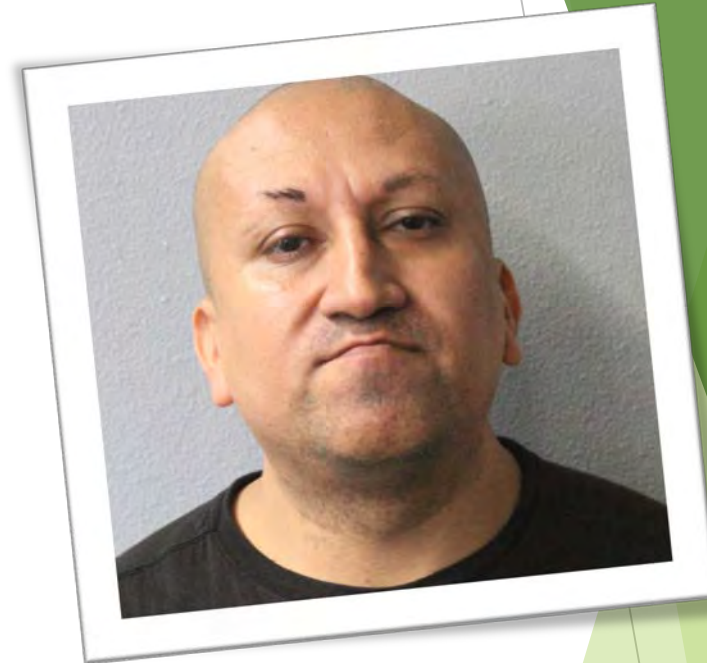
Ms. Gonzalez is very actively involved in all school and PTA Activities. If you come to Rose Avenue School, you will see Ms. Gonzalez involved with parents, students and the community as she tends to the PTA store selling items to secure funds for our students or volunteering in the school and classroom. She is very active with student activities, fundraisers and as board member of our school PTA. She is always looking for ways to bring and secure funds for the school and to motivate other parents in our school community to become more involved in their child's education and school activities. Ms. Gonzalez brings great resources and contributes to the success of all our students at Rose Avenue. We appreciate her work and dedication to our school community.

---Pablo Ordaz, Principal

San Miguel School



Volunteer Parent of the Year:
Benjamin Moraga



Mr. Moraga is a very involved parent who has gone above and beyond in meeting the needs of his child, and participating in his educational program here at San Miguel. He is present at every school event and parent training to both learn and offer his support. He always has a positive attitude and we have been fortunate to have Mr. Moraga and his son as members of the Monarch family.

---Mary Truax, Special Ed Manager

Sierra Linda School



Volunteer Parent of the Year:
Aneyda Gutierrez



Aneyda goes above and beyond on the call of duty not only as a volunteer but also as a member of our school site ELAC Committee. She is our ELAC Vice-President this school year and is a mother of three. Aneyda is from the state of Jalisco and is the perfect example and leader towards our Sierra Linda Elementary School parents.

---Carmen Serrano, Principal

Juan Soria School



Volunteer Parent of the Year:
Emily Arteaga



Mrs. Arteaga is a member of numerous parent groups such as ELAC, Project to Inspire, SSC, and she volunteers regularly in her children's classrooms. Mrs. Arteaga also helps with numerous parent and academic events before, during, and afternoon school. Soria is happy to award Mrs. Arteaga the Parent/Guardian Volunteer of the Year Award!

---Confidence Johnson, Principal



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

Thank you!



OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Morales**

Date of Meeting: **6/5/19**

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

Review of Simultaneous Translation Services for Board Meetings (Morales)

The District is in its sixth year of outsourcing the work of providing simultaneous translation services for the board meetings in Spanish. *All Languages Interpreting and Translating* has provided simultaneous translating services for the regular board meetings since September 5, 2012 through June 19, 2019.

It is now time for the Board of Trustees to discuss and consider if they wish to continue with these services or provide direction to administration of other avenues they would like to explore. If the Board of Trustees provides direction to continue with the above mentioned services, an agreement will be brought to the Board for approval at the June 19, 2019 board meeting.

FISCAL IMPACT:

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

RECOMMENDATION:

The Board of Trustees will review the simultaneous translation services and consider if they would like to continue to provide the services to the public for the 2019-2020 fiscal year, beginning in August 2019.

ADDITIONAL MATERIALS:

Quote for Services

QUOTE FOR SERVICES

May 30, 2019

Presented to:

MS. ROSE CHAPARRO
OXNARD SCHOOL DISTRICT
EXECUTIVE ASSISTANT TO THE SUPERINTENDENT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

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

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

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

Our fee for the services we provide will not change.

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

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

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 6/5/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary _____
A-II. Preliminary II/Reports _____
B. Hearing: X
C. Consent Agenda _____

- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities

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

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2019-20 LOCAL CONTROL AND ACCOUNTABILITY PLAN (DEGENNA)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2019-20 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 19, 2019 Board Meeting.

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2019-20 Local Control and Accountability Plan.

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 5, 2019

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-I: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS X
SECTION C: CONSENT AGENDA _____

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

SECTION D: ACTION _____

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

Public Hearing: Oxnard School District 2019-20 Budget (Penanhoat/Crandall Plasencia)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2019-20 Budget prior to its adoption at the June 19, 2019 Board meeting.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2019-20 Budget.

ADDITIONAL MATERIAL

Attached: None.



Agreement

The Center for Teaching for Biliteracy (hereinafter referred to as the Contractor) and Oxnard School District (hereinafter referred to as the "District") desire to enter in this Agreement subject to the following terms and conditions:

1. Scope of Services: and 2. Consultant fee and expenses:

Biliteracy Professional Development Plan

Date	Consultants	Activity	Fees
September 19, 2019	Olga Karwoski Melody Wharton Karen Beeman	1 day of Professional development for dual language biliteracy teachers and administrators, 1 consultant	\$9,800
October 22, 2019	Karen Beeman and Melody Wharton	1 day of Professional development for dual language biliteracy teachers and administrators, 2 consultants.	\$7,600
February 12 and 13, 2020	Olga Karwoski Melody Wharton Karen Beeman	2 days of Professional development for dual language biliteracy teachers and administrators, 3 consultants.	\$20,500
March 31-April 2, 2020	Olga Karwoski Melody Wharton	3 days of Professional development for dual language biliteracy teachers and administrators, 2 consultants.	\$28,800
May 19, 20 and 21, 2020	Olga Karwoski Melody Wharton Karen Beeman	3 days of Professional development for dual language biliteracy teachers and administrators, 3 consultants.	\$30,400
Total			\$97,100

3. Independent Contractor.

The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will not:

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the

Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and

- c. Pay the Contractor only the compensation state in Paragraph 2; and
- d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

4. Intellectual Property. Neither party shall acquire any rights, either expressed or implied, to the intellectual property of the other unless expressly acknowledged in writing as a "Work For Hire" in this Agreement or another written Agreement between the parties.

5. No Construction Against Drafting Party. The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

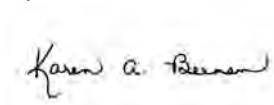
7. Termination of Agreement. Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of a breach of contract or termination.

8. Cancellation In the event the District terminates this Agreement without cause more than 30 days before the commencement date, the District shall pay a cancellation fee to Contractor in the sum of \$ 0.

In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$ 3000.00

Center for Teaching for Biliteracy,
An Illinois corporation

By:



Karen Beeman, Manager February 13, 2019
--

Oxnard School District Signature

_____ date _____

Lisa A. Franz, Director, Purchasing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2018

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 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007		FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com			
INSURED Karen Beeman Teaching For Biliteracy, Inc. DBA Center For Tee 9125 Lowell Ave Skokie IL 60076-1662	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Hiscox Insurance Company Inc		10200	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-1404002-CGL-18	12/04/2018	12/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 6/5/19

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

Approval of Agreement/MOU #19-15 – Ventura County Office of Education – Math Program (DeGenna/Shea)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates during the 2019-20 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

FISCAL IMPACT:

Not to exceed \$21,800.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-15 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #19-15, Ventura County Office of Education (1 Page)

**AGREEMENT #19-15 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS**

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

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

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

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2019 - June 30, 2020.

For the Oxnard School District

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Executive Director

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 6/5/19

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

Approval of Agreement/MOU #19-16, Ventura County Office of Education – Language Arts Program (DeGenna/Shea)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month during the 2019-20 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-16 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #19-16, Ventura County Office of Education (1 Page)

**AGREEMENT BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND**

OXNARD SCHOOL DISTRICT FOR PROFESSIONAL LEARNING

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

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

1. Ventura County Office of Education agrees to:

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

2. The District agrees to:

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

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2019 - June 30, 2020.

For the Oxnard School District

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Executive Director, Internal Business Services

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 6/5/19

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

Approval of Agreement #19-02, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2019-2020 (DeGenna/Thomas)

The attached contract is an agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide extra enrichment, recreation, literacy, and math. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting.

FISCAL IMPACT:

Not to exceed \$2,100,000.00 plus reimbursement for ASES funded supplemental grant activities, and "Additional Services" not to exceed \$50,000.00, to be paid from After School Education and Safety (ASES) Grant and Title 1 Funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-02 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

ADDITIONAL MATERIAL(S):

Attached: Agreement #19-02, City of Oxnard (74 Pages)

OXNARD SCHOOL DISTRICT

Agreement #19-02

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 5th day of June 2019 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on **Exhibit A-0, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Year 2019-2020 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2019 to and including June 30, 2020 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibits A-0 through A-3** shall be completed during the Term pursuant to the schedule specified in **Exhibit A-0** (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant render any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with **Exhibits A-0 through A-**

3 during the Term pursuant to the schedule specified in **Exhibit A-0**. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services**.” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. 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. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

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** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00) and “Additional Services” not to exceed Fifty Thousand Dollars (\$50,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fees not to exceed \$45,000. 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) calendar 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) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar 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) work 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. District shall provide written 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 written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, 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, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

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 of the 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 as set forth in paragraph 12 of 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 (3) 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 (3) 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 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) work 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. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. 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, but only to the extent such information is not considered a public record for purposes of federal or state law. 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 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 of its officers or employees, 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 not qualify as a “designated employee”.

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Trustees 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant 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.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **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: Lisa A. Franz
Phone: (805) 385-1501 x2414

Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
305 W. 3rd St., First Floor West Wing
Oxnard, California 93030
Attention: Terrel Harrison
Phone: (805) 385-7993
Email: Terrel.Harrison@oxnard.org

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) work days after deposit of the same in the custody of the United States Postal Service.

25. **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.

26. **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.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

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

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

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

31. **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.

32. **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.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **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).

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

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT:

CITY OF OXNARD:

Lisa A. Franz, Director, Purchasing

Tim Flynn, Mayor

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Terrel Harrison, Recreation Superintendent

APPROVED AS TO AMOUNT:

Alexander Nguyen, City Manager

Not Project Related

Project #19-02

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

Not Project Related

Project #19-02

After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.

1. Site Coordinator meetings shall be held once a month to review the training received by other staff, receive training on the Continuous Quality Improvement to assist with site goals and objectives and plan collectively for activities.
2. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
3. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
4. Professional Development – Arts/Special Enrichment staff
 - a. Participate in two full day training before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be three hours.
5. Professional Development – Engineering is Elementary (EIE)

Not Project Related

Project #19-02

- a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
6. Professional Development – Physical Fitness/Recreation Staff
- a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. The site coordinator is to run the daily operations of the program and support staff working directly with students. The site coordinator position is to address the administrative responsibilities of the program. The coordinator taking a group is the exception and not the rule.
 - b. Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at monthly trainings.
2. Report attendance and activities weekly by Wednesday of each week for the previous week.
3. Work with District to establish and maintain partnerships with community agencies.
4. Provide student learning and enrichment materials above and beyond materials already purchased by District.
5. Participate in collaboration activities with other participating organizations.
6. Vacate learning areas within each school in the same or better conditions as they were found.
7. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.

Not Project Related

Project #19-02

8. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
9. Include feedback from the after school administrator and site principal when evaluating employees.
10. Submit a use of facility permit to the Facilities Department at District.
11. Meet weekly with District administrator.
12. Provide documentation of matching funds.
13. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
14. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
15. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.
16. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

II. Supplemental Programming

- a. Supplemental programming is defined as activities outside of the 180 days school is in session.
- b. Supplemental Programs must be approved in advance by written request.
- c. Student ratio not to exceed 20:1.
- d. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Q.

Not Project Related

Project #19-02

- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

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

- A. Certificates of insurance and additional insured endorsements for 2019-2020, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

Not Project Related

Project #19-02

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

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

None.

See attached list. **(To be provided prior to the 1st day of school)**

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

None.

See attached list.

VIII. 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.

EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained,

and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify Manager, Special Programs & Services at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant’s Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student’s name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. **Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”

3. **Concussions**

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. **Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course “Concussions in Sports” (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District’s request, provide a copy to District.

b. **Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student’s parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District’s prior approval. Consultant may use the “Concussion Information Sheet” prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

c. **Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA")

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject

to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic

reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

Exhibit “A(2)(i)”

PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? Yes No If yes, please identify specific allergy below.

- Medicines Pollens Food Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease <input type="checkbox"/> Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart ^a • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic ^c		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
^bConsider GU exam if in private setting. Having third party present is recommended.
^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- Not cleared
- Pending further evaluation
- For any sports
- For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____
 Address _____ Phone _____
 Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex M F Age _____ Date of birth _____

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

Not cleared

Pending further evaluation

For any sports

For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none">• Headaches• “Pressure in head”• Nausea or vomiting• Neck pain• Balance problems or dizziness• Blurred, double, or fuzzy vision• Sensitivity to light or noise• Feeling sluggish or slowed down• Feeling foggy or groggy• Drowsiness• Change in sleep patterns	<ul style="list-style-type: none">• Amnesia• “Don’t feel right”• Fatigue or low energy• Sadness• Nervousness or anxiety• Irritability• More emotional• Confusion• Concentration or memory problems (forgetting game plays)• Repeating the same question/comment
Signs observed by teammates, parents and coaches include:	
<ul style="list-style-type: none">• Appears dazed• Vacant facial expression• Confused about assignment• Forgets plays• Is unsure of game, score, or opponent• Moves clumsily or displays incoordination• Answers questions slowly• Slurred speech• Shows behavior or personality changes• Can’t recall events prior to hit• Can’t recall events after hit• Seizures or convulsions• Any change in typical behavior or personality• Loses consciousness	

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|---|
| <ul style="list-style-type: none">• Dolor de cabeza• “Presión en la cabeza”• Náusea o vómito• Dolor de cuello• Problemas de equilibrio o mareos• Visión borrosa o visión doble• Sensibilidad a la luz o ruido• Decaído• Adormecido• Mareado• Cambios en los hábitos de dormir | <ul style="list-style-type: none">• Amnesia• “No se siente bien”• Fatiga o energía baja• Tristeza• Nervios o ansiedad• Irritabilidad• Más sensible• Confundido• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)• Repetir la misma pregunta o comentario |
|---|---|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center
²University of Pittsburgh Medical Center

Patient Name: _____

DOB: _____ Age: _____

Date: _____ ID/MR# _____

Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

_____ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: *(check all that apply)*

- No return to school. Return on (date) _____
- Return to school with following supports. Review on (date) _____
- Shortened day. Recommend ____ hours per day until (date) _____
- Shortened classes (i.e., rest breaks during classes). Maximum class length: ____ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by ____%. Maximum length of nightly homework: ____ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
 - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- Return to this office. Date/Time _____
- Refer to: Neurosurgery ____ Neurology ____ Sports Medicine ____ Psychiatrist ____ Other ____
- Refer for neuropsychological testing
- Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a

victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



**If you have any of these signs
or symptoms, seek medical
attention immediately.**

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



For more information go to www.cifstate.org and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel (\geq 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<i>Notes:</i>			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

If you have any of these signs or symptoms, seek medical attention immediately.



Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____**

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

Print or type name of Parent/Guardian/Caregiver signing below

Relationship to student

Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

TABLE OF CONTENTS

	<u>Page</u>
PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS.....	3
GENERAL CONSIDERATIONS	3
A. RESPONSIBILITIES OF HOME TEAM.....	3
B. GUIDELINES FOR VISITING TEAMS.....	4
C. GUIDELINES FOR BOTH TEAMS.....	4
PART II: SPECIFIC THREATS.....	5
A. INJURIES AND MEDICAL EMERGENCIES.....	5
B. FIRE.....	5
C. EARTHQUAKE.....	5
D. SEVERE WEATHER.....	7
E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY.....	7
F. WEAPONS WITHOUT SHOOTING.....	8
G. SUSPICIOUS BEHAVIOR.....	9
H. CHILD ABUSE.....	9
I. PERSONNEL HARASSMENT.....	10
J. POWER OUTAGE.....	10
K. MISSING CHILD.....	10
L. ABDUCTION.....	11
M. CONTROLLED SUBSTANCE (Drugs/Alcohol).....	11
N. SEXUAL HARASSMENT.....	11
O. SEXUAL ASSAULT.....	12
P. TACTICAL SITUATION.....	12
Q. BOMB THREATS.....	13

GENERAL REMINDERS

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being take to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-02

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00), and “Additional Services” not to exceed Fifty Thousand Dollars (\$50,000.00), payable through reimbursement as outlined in Exhibit A-0.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.

- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-02

INSURANCE

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

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

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the 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:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

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

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

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

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

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

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

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

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

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

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

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

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

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement 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 #19-02

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-02

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 6/5/19

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

Approval of Agreement/MOU #19-17 – Hip Hop Mindset (DeGenna/Shea)

Hip Hop Mindset will provide hip hop dance lessons to students in the Oxnard School District. The program will provide extra enrichment for students after school.

Term of the Agreement/MOU: July 1, 2019 through June 30, 2020

FISCAL IMPACT:

\$75,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-17 with Hip Hop Mindset.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #19-17, Hip Hop Mindset (1 Page)

**Agreement/Memorandum of Understanding and Responsibility #19-17
Between Oxnard School District and
Hip Hop Mindset/William Venegas**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset, William Venegas (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting a quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

I. Consultant

A. Curriculum

1. Consultant will staff and provide hip hop dance instruction at schools in Oxnard School District.
2. Consultant will have staff sign into the school office as a visitor and check in with the Office Manager.

B. Fees

1. Total cost of program will not exceed \$75,000.00 including supplies and materials purchased by Consultant or District.
 - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.
 - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2020.
2. Hourly fees will be charged at \$80 an hour.

C. Insurance and Clearance Requirements

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.

II. Oxnard School District agrees to:

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support Hip Hop Mindset with live scan fingerprinting
- D. Pay Hip Hop Mindset as outlined above.

Hip Hop Mindset/William Venegas will monitor this agreement to oversee implementation of project activity in coordination with the Manager of Special Programs. This memorandum of understanding and responsibility agreement shall be effective upon signature and Board approval. The agreement will be in effect from July 1, 2019 to June 30, 2020.

William Venegas, Hip Hop Mindset

Date

Lisa A. Franz, Director, Purchasing

Date

AVID Center Quote



Quote #: Q-41186
 1051 S A St
 Oxnard, CA 93030
 Quote Prepared For:
 Oxnard School District

AVID Representative: Hayley Steele
 Phone: (858) 633-0081
 Email: hsteele@avid.org

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
2	AVID Excel Site and District Visitation Days	\$2,650.00	\$5,300.00
District Products SUBTOTAL:			\$5,300.00

TOTAL:	\$5,300.00
<i>plus all applicable taxes</i>	

This Quote is applicable from July 01, 2019 to June 30, 2020. The AVID Center Standard Terms and Conditions, attached hereto (the "Terms and Conditions") are incorporated in and made a part of this Quote.

The terms of this Quote shall control in the event of a conflict with any of the provisions of the Terms and Conditions.

Additional Comments:

N/A

AVID Standard Terms and Conditions

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

Article I. Definitions

1.1. **AVID College Readiness System Services and Products Agreement (“Agreement”)**: The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

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

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

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

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

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

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

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

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

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

Article II. Period of Agreement

2.1. **Term**: The term of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote (“Term”). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

Article III. Licenses and Proprietary Rights

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

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center’s prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and

students of the AVID Member Sites are allowed access to the website.

- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.
- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

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

the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

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

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

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

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

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

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

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

Article IV. Compensation

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

Article V. Status of Parties

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

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to

bind AVID Center to perform all of its obligations under this Agreement.

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

Article VII. Termination

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

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

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

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

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action

(e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

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

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

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

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

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

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

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day

following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

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

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

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

Article IX. Services and Products Exhibits

9.1 AVID Excel Participation:

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

- Access to resources, including but not limited to: recruiting documents, coaching materials, and training modules,
 - Access to updates of curriculum and other resources,
 - Access to phone, email, web conference support tailored to AVID Excel,
 - Coordination with Client to collect, report, and analyze data from Participant schools,
 - Access to ongoing AVID Excel development through various professional learning sessions and workshops,
 - Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Standard Terms and Conditions,
 - Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website.
- (e) **Licensing Benefits:** Participation includes a license to use the AVID Trademarks to promote Client's implementation of AVID Excel, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as Participants (sites purchasing Participation fee) in the Quote for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Participation/License Fee:** Client agrees to pay AVID Center an annual Participation fee for each Participant site according to the pricing schedule set forth in the Quote.
- (g) **AVID Methods:** Client agrees to implement AVID Excel according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. Client is responsible for each of its school sites' compliance with this Agreement.
- (h) **Student Selection:** Client agrees to select students for AVID's Excel in accordance with the selection criteria established in the AVID Excel recruiting process. Student Selection criteria may be modified and/or updated by AVID from time to time at AVID's sole discretion.
- (i) **AVID Excel District Leader:** In order to disseminate AVID effectively and to build a strong district AVID Excel program, AVID Center coordinates professional learning and networking with district leaders known as AVID Excel District Leaders. The primary role of the AVID Excel District Leader is to coordinate support for AVID Excel within Client's School System. These individuals accept responsibility for ensuring the implementation of the AVID Excel program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID Excel participation. The AVID Excel District Leader is required to be present at both the Professional Learning/Site Visitation Days for Years 1 and 2. Client agrees to maintain, at its expense, at least one district-level AVID Excel District Leader.
- (j) **District Virtual Professional Learning:** Client agrees to purchase and attend virtual professional learning in the district's first and second year of participation. Each year, Client's Participant sites attend approximately 5 hours of virtual professional learning. District Virtual Professional Learning is available for content-area teachers who teach AVID Excel students.
- (k) **District On-Site Professional Learning/Site Visitation Days:** Client agrees to purchase and participate in two (2) Professional Learning/Site Visitation Days in each of the district's first and second year of participation. A representative from AVID Excel will observe participating classrooms and meet with the building administrators, the AVID Excel District Leader, and AVID Excel teachers to discuss progress and provide support needed by the site and the AVID Excel District Leader.
- (l) **Summer Institute:** Client agrees to register and attend an AVID Summer Institute in the first year of participation for the AVID Excel District Leader in addition to a site team with a minimum of (6) six members per Participant site. The site team will include AVID Excel teachers, building administrator(s), AVID Excel content area teacher, and others such as the English language learner site/district coordinator or counselors. In Years 2 and 3 of participation, the AVID Excel District Leader is required to attend in addition to a site team with a minimum of two (2) members, including the AVID Excel site administrator and AVID Excel teacher, unless there are multiple AVID Excel teachers, in which case all must attend.
- (m) **AVID Excel Curriculum Set(s):** Client agrees to purchase at least two (2) complete AVID Excel Curriculum Sets for each site in their initial year of participation of AVID Excel and one (1) complete AVID Excel Curriculum Set for the district office. Participant sites in their second year and beyond will continue to have access to the AVID Excel Curriculum materials electronically throughout their participation. AVID Excel Curriculum Set prices are set forth in the Quote. Client shall be entitled to use AVID Excel Curriculum Sets only at the specific school sites listed in the Quote for which the materials were originally purchased. AVID Excel Curriculum Sets are non-transferable. Client and its individual AVID school sites agree to ensure that each AVID Excel classroom has adequate AVID curriculum materials. The use of the AVID Excel Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.
- (n) **Curriculum Shipment:** AVID Center will ship AVID Excel curriculum libraries upon full execution of the Quote, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the

“Requested Delivery Date”. The Client confirms that this date reflects the best time for receipt of shipment. Client should allow one week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center’s receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for Client’s convenience only. AVID Center’s collection and Client’s provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

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

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

Oxnard School District

Signature: _____

**Print
Name:** _____

Title: _____

Date: _____

Signature: _____

**Print
Name:** **Lisa A. Franz**

Title: **Director, Purchasing**

Date: _____

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



CERTIFICATE OF LIABILITY INSURANCE

7/12/2019

DATE (MM/DD/YYYY)

8/29/2018

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

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

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER E : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D : Sentinel Insurance Company, Ltd.	11000	INSURER E : Federal Insurance Company	20281	INSURER F :
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INSURER F :														
INSURED 1449498 AVID Center 9797 Aero Dr. San Diego CA 92123														

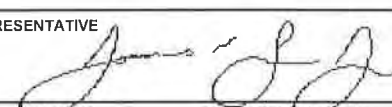
COVERAGES AVICE01 **CERTIFICATE NUMBER:** 15343968 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	72UUNKC3964	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	72UUNKC3964	8/31/2018	8/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	72RHUKC2470	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72 WBDS7148	7/12/2018	7/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability	N	N	82258282	8/31/2018	8/31/2019	\$2,000,000 Per Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oxnard School District is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier

CERTIFICATE HOLDER**CANCELLATION**

15343968 Oxnard School District 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 6/5/19

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

Approval of Agreement #19-19 - Action Preparedness Training (Vaca/Magana)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to Campus Assistants and volunteer coaches during the 2019-2020 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Term of Agreement: July 1, 2019 through June 30, 2020

FISCAL IMPACT:

The cost is \$50 per person, total amount not to exceed \$9,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve Agreement #19-19 with Action Preparedness Training.

ADDITIONAL MATERIAL(S):

Attached: Agreement #19-19, Action Preparedness Training (13 Pages)
Proposal (1 Page)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #19-19

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of June 2019 by and between the Oxnard School District (“District”) and Action Preparedness Training (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2019** through **June 30, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Nine Thousand Dollars (\$9,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

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

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

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

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

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

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

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a “designated employee”.

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Norma Magana
Phone: (805) 385.1501 x2443
Fax: (805) 240.5963

To Consultant: Action Preparedness Training
951 Woodland Avenue
Ojai, CA 93023-4156
Attention: Glenda C. Mahon
Phone: (805) 340.6333
Fax: (805) 649.5789

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.** **NORMA MAGANA** 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:

ACTION PREPAREDNESS TRAINING:

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 #19-19

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-19

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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 #19-19

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-19

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$9,000.00 (\$50.00 per OSD staff member)

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

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

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

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

- Not Project Related
 Project #19-19

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-19

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-19

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #19-19

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-19

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Training Proposal; 2019-2020 School Year

April 20, 2019

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff, and coaches training, at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A.) As needed during the 2019-2020 school year.
- B.) Cost (lump sum or hourly/not to exceed.) \$50 per OSD staff member; not to exceed \$9,000.

Glenda Mahon-EMT
Owner

[805] 340-6333



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 4/09/2019

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0270279679 from 04/23/19 to 04/23/20 at 12:01 AM Standard Time

Named Insured and Address:

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpsso.com

Medical Specialty:

Basic/Intermediate EMT

Code:

80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 4 columns: Coverage Extension, Amount, Unit, and Aggregate Limit. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, and Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 138.00

Base Premium \$138.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table listing various policy forms and endorsements such as G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, etc.

Signature of Chairman of the Board

Chairman of the Board

Signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)
Master Policy#: 188711433

Named Insured: Glenda C Mahon
Policy#: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 6/5/19

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

Approval of Agreement/MOU #19-20, Ventura Unified School District (DeGenna)

This Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District.

The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 18 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2019-20 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided.

FISCAL IMPACT:

\$4,726.63 (matching funds) - Title I

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-20 with the Ventura Unified School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #19-20, Ventura Unified School District (3 Pages)
 Indian Education Service Plan SY 19/20 (2 Pages)

OSD AGREEMENT #19-20

MEMORANDUM OF UNDERSTANDING Ventura County Indian Education Consortium

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Oxnard School District (Partner School)

Memorandum of Understanding Purpose:

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Oxnard School District, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

Memorandum of Understanding Timeline:

This MOU is effective July 1, 2019 and will extend through June 30, 2020.

Memorandum of Understanding and Description of Services:

Partner District agrees to the following:

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.

VUSD (Provider) agrees to the following:

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
 - a) Indian Education Parent Advisory Committee
 - b) Indian Education enrollment and verification support
 - c) Indian Education Annual Honoring Ceremony and Evening Events
 - d) Indian Education teaching resources/lending library

- e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2019 – 20 is “Native American Music & Celebration”.
4. Provide services at Partner District schools through the district-supported format to include:
 - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
 - b) Classroom presentations on Native American themes (to include classmates of identified students).
 5. Ensure that VUSD employees have received adequate training in the services being provided, and appropriate licenses/certificates are in current standing.
 6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

Payment of Funds to VUSD for VC Indian Education Consortium Services:

The Partner District, Oxnard School District, agrees to contribute \$4,726.63 to VUSD for Indian Education services provided during the 2019-20 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

Indemnification:

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

Cancellation:

This MOU may be cancelled by either party upon 30 days written notice.

Signatures:

Partner District: Oxnard School District

Authorized District Representative: Lisa A. Franz

Signature: _____

Title: Director, Purchasing

Date: _____

PROVIDER: Ventura Unified School District

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____



Ventura County Indian Education Consortium

Ventura Unified School District (LEA)
Trudy Tuttle Arriaga Education Service Center
255 W. Stanley Ave., Suite 100
Ventura, California 93001

<http://tiny.cc/vcindianed>

(805) 641-5000 Ext. 1192 (Office & Records)

Fax: (805) 653-7862

Lindsay Smith (COSA), Coordinator

E-mail: lindsay.smith@venturausd.org

(805) 641-5000 Ext. 1193

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
FILLMORE UNIFIED SCHOOL DISTRICT
HUENEME SCHOOL DISTRICT
MOORPARK UNIFIED SCHOOL DISTRICT
OJAI UNIFIED SCHOOL DISTRICT
OXNARD SCHOOL DISTRICT
OXNARD UNION HIGH SCHOOL DISTRICT
RIO SCHOOL DISTRICT
SIMI VALLEY UNIFIED SCHOOL DISTRICT
VENTURA UNIFIED SCHOOL DISTRICT

Presidential Award Winning Program

Title VI Federal Project – Serving Public School Districts in Ventura County Since 1974

Ventura County Indian Education Consortium: Service Plan for 2019 – 2020

With your school district's continued partnership we can maintain our efforts to preserve the heritage of Native American students in Ventura County and the cultural history of our region. Each district is asked to consider the following formats:

- **A district-supported format** is possible with additional district contributions for each district's share of identified Native American students. Next year's federal grant funding has increased to \$248.77 per student (see table below). Funds will be used to maintain experienced hourly teachers/counselors (as was done SY18-19). Service options include Indian Education through:
 - ✓ Individual/small group lessons to support cultural identity and awareness for eligible Native American students; or
 - ✓ Classroom presentations on Native American themes, and
 - ✓ On-site teacher workshops on Native American themes (open to all teachers).
- **The basic format** relies solely on federal funds (\$78,113.78) to provide a limited Indian Education program which meets minimum federal requirements and does not provide school site visits. Services will include:
 - ✓ Indian Education Parent Advisory Committee
 - ✓ Indian Education enrollment and verification support
 - ✓ Indian Education Annual Honoring Ceremony and Evening Events
 - ✓ Indian Education teaching resources/lending library
 - ✓ Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2018 – 19 is "Native American Music and Celebration".
 - ✓ The Ventura Unified School District will continue to serve as the Local Education Agency

	NEXT YEAR'S DATA			THIS YEAR'S DATA			DIFFERENCE
School District	Indian Education 2019 Student Count	Federal funding SY19-20 per student	Proposed District Matching SY19-20	Indian Education 2018 Student Count	Federal funding SY18-19 per student	Proposed District Matching SY18-19	Increase/Decrease Proposed District Matching for next year
Conejo Valley Unified	40	\$9,950.80	\$9,950.80	46	\$10,901.08	\$10,901.08	\$950.28
Fillmore Unified	5	\$1,243.85	\$1,243.85	3	\$710.94	\$710.94	-\$532.91
Hueneme Elementary	3	\$746.31	\$746.31	6	\$1,421.88	\$1,421.88	\$675.57
Moorpark Unified	15	\$3,731.55	\$3,731.55	17	\$4,028.66	\$4,028.66	\$297.11
Ojai Unified	8	\$1,990.16	\$1,990.16	4	\$947.92	\$947.92	-\$1,042.24
Oxnard	19	\$4,726.63	\$4,726.63	18	\$4,265.64	\$4,265.64	-\$460.99
Oxnard Union High	26	\$6,468.02	\$6,468.02	27	\$6,398.46	\$6,398.46	-\$69.56
Rio	12	\$2,985.24	\$2,985.24	10	\$2,369.80	\$2,369.80	-\$615.44
Simi Valley Unified	50	\$12,438.50	\$12,438.50	54	\$12,796.92	\$12,796.92	\$358.42
Ventura Unified	129	\$32,091.33	\$32,091.33	145	\$34,362.10	\$34,362.10	\$2,270.77
Other Publicly Funded Schools	7	\$1,741.39	\$0.00	8	\$1,895.84	\$0.00	\$0.00
TOTAL	314	\$78,113.78	\$76,372.39	338	\$80,099.24	\$78,203.40	\$20,162.20

Appropriate funding sources may include LCFF, general funds.

Consortium superintendents are asked to respond to this request by Friday, June 7 by sending an e-mail to Lindsay Smith at lindsay.smith@venturausd.org confirming commitment of funds. This will permit final planning for the 2019-20 school year. Rosters of identified Indian Education students for each district can be provided on request.

With your district's funding support, Indian Education teachers and counselors will be able to continue school site visits to identified Indian Education students. Developed over 40 years, our program provides hands-on reading lessons that are enhanced with the use of regalia, primary sources, cultural history and technology. We want to share these resources with students in your district to increase cultural proficiency and erase misconceptions of American Indian People. This is an opportunity to continue a historical program. Thank you for your partnership and support.

Sincerely,



Lindsay Smith, Coordinator

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

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

Approval of Agreement #19-26 – FoodCorps Inc. (Penanhoat/Lugotoff)

The Oxnard School District must renew the annual agreement with FoodCorps to acquire a new service member.

The FoodCorps Member will work at designated school service sites to implement District designated healthy school culture initiatives. The member will continue efforts initiated during the 2018/19 SY in the area of Food Waste reduction efforts (Food Share Tables, Trash Separation, Food Donations) and nutrition education. FoodCorps nutrition education activities and programing are in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school activities and required nutrition education and will not displace teachers, staff or volunteers.

FISCAL IMPACT:

Not to exceed \$7,500.00 – CNS Funds

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-26 with FoodCorps Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #19-26, FoodCorps Inc. (13 Pages)
 FoodCorps Service Site Agreement (13 Pages)

OXNARD SCHOOL DISTRICT

Agreement #19-26

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of June 2019 by and between the Oxnard School District (“District”) and FoodCorps Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2019 through June 30, 2020 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

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

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

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

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

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

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

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Suzanne Lugotoff
Phone: 805.385.1501, x2435
Fax: 805.487.8268

To Consultant: FoodCorps Inc.
1140 SE 7th Avenue, Suite 110
Portland, OR 97214
Attention: Elizabeth Wolf
Phone: (503) 558.6314
Fax:

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

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

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

26. **Administration.** SUZANNE LUGOTOFF 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:

FOODCORPS INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-26

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-26

SERVICES

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

See attached FoodCorps Service Site Agreement

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

See attached FoodCorps Service Site Agreement

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-26

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-26

COMPENSATION

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

Not to Exceed \$7,500.00

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

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

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

IV. The total compensation for the Services shall not exceed \$7,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-26

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Abuse and Molestation coverage of not less than three hundred thousand dollars (\$300,000) per occurrence. If FoodCorps maintains broader coverage and/or higher limits than the minimums shown above, the Service Site requires and shall be entitled to the broader coverage and/or higher limits maintained by FoodCorps. Any available insurance proceeds, including abuse and molestation coverage, in excess of the specified minimum limits of insurance and coverage shall be available to the Service Site.

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000~~

~~Nurses, Therapists~~

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

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

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

Not Project Related

Project #19-26

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

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #19-26

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-26

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the "Agreement") is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 ("FoodCorps") and **Oxnard School District** which is in the state of **California**, Tax ID: 95-6002318

RECITALS

A. FoodCorps connects kids to healthy food in school, so they can lead healthier lives and reach their full potential. In partnership with AmeriCorps, FoodCorps operates a service program that places emerging leaders into limited-resource schools for a year of service. The FoodCorps program is built on three evidence-based areas of service that support healthy school food environments: 1) Hands-On Learning 2) Healthy School Meals and 3) Schoolwide Culture of Health.

B. Service Site is a/an K-8 School District that desires to partner with FoodCorps in California by facilitating FoodCorps programming within such state.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

2. Definitions

The definitions in **Exhibit A** are included for reference, and legally incorporated into this Agreement.

3. Service Site Requirements. Service Site Requirements are outlined in **Exhibit B**, which is legally incorporated into this Agreement. Service Site further agrees as follows:

- 3.1 Service Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:
 - 3.1.2 FoodCorps Requirements, Policies and Procedures the terms of which are legally incorporated into this Agreement, and within the FoodCorps Handbook. Site supervisors will receive a hard copy of the FoodCorps Handbook during their state-wide site supervisor training in June/July 2019.
 - 3.1.3 Prohibited Activities Rules. Service Site understands that CNCS, AmeriCorps or FoodCorps

have outlined rules that prohibit the Service Site and Service Members from engaging in certain Prohibited Activities (such rules to be collectively referred to as the "Prohibited Activities rules"). The Prohibited Activities rules are subject to modification from time to time, and are legally incorporated into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities rules.

- 3.1.4 Nondisplacement / Supplantation in Hiring. In conjunction with the Service Site Requirements, Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site's participation in the FoodCorps Program or Service Site's utilization of any Service Member.
- 3.2 Program Service Fee. Service Site agrees to comply with the following regarding the program service fee:
 - 3.2.2 Service Site agrees to timely completion of all required payment forms regarding the program service fee, and timely pay the \$7,500 program service fees for which Service Site is responsible.
 - 3.2.3 No part of a program service fee may be raised by or through the service of a Service Member.
 - 3.2.4 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either Compelling Personal Circumstance or termination, a portion of the Program Service Fee may be refunded according to policy outlined in the FoodCorps Handbook.
- 3.3 School Memorandum of Understanding. Service Site must ensure that a School MOU, included in **Exhibit C**, is signed by an authorized school representative for each school to which the FoodCorps service member is assigned.
- 3.4 Additional Service Site Obligations. Service Site further agrees as follows:
 - 3.4.2 Service Site shall not make any offer or promise relating to an existing or potential service member's compensation or benefits.
 - 3.4.3 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their Service Member Contract and in the FoodCorps Handbook.
 - 3.4.4 Service Site must provide or ensure, as applicable, a safe and accessible work space for service members, which includes making every reasonable effort to ensure that the health and safety of service members are protected during the performance of their assigned duties. The Service Site shall not assign or require service members to perform duties that would jeopardize their safety or cause them to sustain injuries.
 - 3.4.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site and School Orientation Checklists in the FoodCorps Handbook.

- 3.4.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.
- 3.4.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of FoodCorps Service Members, including but not limited to:
- Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
 - Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
 - Personnel changes at the Service Site that result in a new staff member being appointed as Service Site Supervisor.

4. Mutual Understandings. For the avoidance of doubt, the parties acknowledge and agree as follows:

- 4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- 4.3 FoodCorps' ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which CNCS approves FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee placement of any particular number of Service Members regardless of targets, or replacement of members who are suspended, terminated, or who resign.
- 4.4 Service Sites may conduct fundraising activities to support the Service Member program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Service Sites may not conduct fundraising efforts that duplicate or compete with those of FoodCorps.
- 4.5 FoodCorps welcomes advice and suggestions from Service Sites in good faith; however, FoodCorps

has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole arbiter of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

- 5.1 Term. The effective date of this Agreement is the last date on which it is signed. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for "compelling circumstances," as defined in the FoodCorps Handbook.
- 5.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until such Service Member(s) have completed their required number of service hours or have formally withdrawn or been released from the program.
- 5.3 Mutual Agreement. Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 Material Breach. Either party hereto may terminate this Agreement upon a material breach by the other of the terms of this Agreement.
- 5.5 Service Site Breach. If the Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 Effect of Termination. The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site.

6. Recordkeeping and Reporting.

- 6.1 Service Site agrees to maintain such records and accounts, and make available such reports and investigations concerning matters involving Service Members and the Program as FoodCorps, FoodCorps or CNCS (e.g., in the event of an audit) may require. Such records shall include but not be limited to a copy of this Agreement, records relating to program service fees, and reports; and
- 6.2 Service Site agrees to respond to and submit required programmatic reports to FoodCorps within the time frames reasonably set by them.

7. Independent Contractors

The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, express or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency. Neither party shall have the right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way, or to undertake any obligation of any kind, express or implied, on behalf of FoodCorps.

8. Confidential Information

The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (a) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (b) make no further use of it; and (c) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

9. Insurance; Limitation on Liability; Indemnification

Select *ONE* of the options for the 9.1 section of this agreement.

Option A: Check to select

9.1 a Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

Option B: Check to select

9.1 b Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

- 9.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.
- 9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and FoodCorps and their officers, directors, employees, and members to the fullest extent of the law from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

10. General Provisions

- 10.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.
- 10.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.3 Assignment. Neither this Agreement nor any other rights or obligations hereunder shall be assigned or delegated by either party.
- 10.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 10.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- 10.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.
- 10.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in

counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

EXHIBIT A

Definitions

FoodCorps State: The state in which Service Site is authorized and agrees to facilitate FoodCorps programming pursuant to this Agreement.

Program: A national public service program conducted by FoodCorps to connect kids with healthy food in school, pursuant to which Service Members complete a year-long term of stipended AmeriCorps service, during which time they serve to foster the creation of healthy school food environments on behalf of children in limited-resource communities. The Program may also be referred to in this Agreement as the “FoodCorps program”.

FoodCorps Handbook: A comprehensive document that describes the responsibilities of Service Members, Service Sites and FoodCorps within the FoodCorps Program.

Service Member: AmeriCorps members enrolled to serve in the FoodCorps program pursuant to a contract with FoodCorps (“Service Member Contract”). Service members are not “employees” or “apprentices” or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

Service Site: Service Sites are the entities within a FoodCorps State—schools, school districts, or community-based nonprofit organizations focused on health, education, and/or food systems—at which Service Members perform their Term of Service. Service Sites report directly to FoodCorps.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

Term of Service: The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 1 of the year of this agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the program year.

Non Duplication of Services: FoodCorps programming is in addition to what would be otherwise

provided by a teacher or school district and therefore, will not duplicate or replace existing school or service site and Service Member will not displace teachers, staff, or volunteers.

EXHIBIT B

Service Site Requirements

Thank you for your interest in partnering with FoodCorps as a service site!

The upcoming service term will run July 1st 2019 - June 30th 2020.

FoodCorps' mission is to work with communities to connect kids to healthy food in school. We partner with school districts, schools, and community organizations who play a critical role in fulfilling this mission and directly support service members in implementing high quality programming. All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at annual in-person state gatherings.

Outlined below are the key investments, program management responsibilities, and school partnership commitments that FoodCorps requires of all service sites. Please note that this list is not comprehensive, but reflects the highest priority requirements. All service sites are also expected to read and comply with the FoodCorps Handbook and the Service Site Agreement.

SERVICE SITE INVESTMENTS

FoodCorps and AmeriCorps invest over \$40,000 per member in order to place and support well trained emerging leaders in schools across the country. In return for their full-time 1,700 hours of service, FoodCorps requires the following investments from each service site:

- Pay an annual program service fee of \$7,500 per service member to FoodCorps.
- Provide transportation or reimburse mileage expenses for any necessary travel that members incur during service hours, not including their daily commute between home and service.
- Provide service members with a safe workplace that includes consistent access to a computer, phone, printing and general office supplies.
- Provide or assist service members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps service activities.

SITE SUPERVISOR RESPONSIBILITIES

Service sites must appoint one staff member to act as the lead service site supervisor. The site supervisor will be the primary point of contact between the service site and FoodCorps. The site supervisor must be identified prior to the start of the service term and they will be required to fulfill the following responsibilities:

- Attend a mandatory in-person Site Supervisor Training during Summer 2019 and regular Site Supervisor calls during the service term.
- Actively participate in service member recruitment and selection processes for their site.
- Complete the FoodCorps Menu and Action Plan (MAP) and Healthy School Progress Report (HSPR) with school leaders prior to member arrival.
- Conduct weekly check-ins with each service member to provide individualized coaching and support.
- Approve weekly timesheets and ensure members stay on track to serve a minimum of 1,700 hours.
- Complete a formal mid-term and end-of-term evaluation for each service member.
- Adhere to all AmeriCorps rules and regulations.
- Release service members for various required national and state-based trainings.

- Work towards sustainability of programming through multi-year planning and annual goal setting.

SCHOOL PARTNERSHIP REQUIREMENTS

If the service site is not an individual school, the site is responsible for selecting and building strong partnerships with local schools based on the following requirements:

- Service members may be assigned to a maximum of two elementary schools. (PreK-8 schools are permissible.) Members may not be assigned to serve stand alone middle schools or high schools.
- We prioritize partnerships with schools where at least 50% of the student population is eligible for free or reduced-price lunch or an equivalent measure (such as community eligibility).
- Service Sites must select and build strong relationships with partnered schools, and schools must submit a completed School Application to Site Supervisor and FoodCorps state staff by June 15th.
- Partnering schools must complete a formal MoU process and directly engage with FoodCorps state and national staff. A meeting between FoodCorps state staff and the site supervisor, school principal, and school advisor to review the MoU must occur by June 15th.
- Partnered schools must post provided FoodCorps partnership signage in 1-2 visible locations in the school (lobby, office, etc.)
- Partnering schools must identify a School Advisor to act as the service member's primary point of contact and ensure they are included as part of the school community.

PROGRAM REQUIREMENTS

Site supervisors and school staff must structure FoodCorps service so that each member can successfully meet the following requirements:

- **Hands-on Learning** - The FoodCorps service member must co-teach ongoing hands-on, food-based lessons in the classroom or garden. Members must teach a minimum of 100 students in grades K-8 for 10+ instructional hours over the course of their service term.
- **Healthy School Meals** - The service member must maintain a regular presence, defined as a minimum of 6 hours per week, facilitating activities and serving as a positive role model in the school cafeteria throughout the week.
- **Schoolwide Culture of Health** - The service member must lead an introduction to FoodCorps presentation for school staff in August or September. They should also be included in school health/wellness/garden committee(s), if such teams exist.
- Represent AmeriCorps and FoodCorps at all times during service, wearing clothing/pins that identify them as FoodCorps AmeriCorps service members
- Each service member must complete the following program evaluation requirements:
 - Administer a pre- and a post- Vegetable Preference Survey with one group of students in 2nd grade or above
 - Submit a Healthy School Progress Report in the Fall for any schools that are new to FoodCorps, and in the Spring for all schools
 - Provide ongoing information through submission of weekly Reporting & Reflection Logs

_____	_____	_____
Service Site Supervisor (Print Name)	Signature	Date

_____	_____	_____
Authorized Service Site Rep. (Print Name) <i>If different than above</i>	Signature	Date

_____	_____	_____
Authorized FoodCorps Rep. (Print Name)	Signature	Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

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

Approval of Agreement #19-27 – CSM Consulting Inc. (Penanhoat/Franz)

CSM Inc. has been providing E-Rate services to the district for all telecommunications and internal connections applications since 2005 to ensure the district maximized its full potential in achieving E-Rate funds.

In order to remain consistent and receive the maximum benefits available from E-Rate, Administration proposes renewing the agreement with CSM Consulting Inc., who will provide services for 10% of the E-Rate application base and telecommunications cost recovery at a cost not to exceed \$31,000.00 per year for a total contract amount of \$93,000.00, for filing years 2019-2020, 2020-2021, & 2021-2022.

It is requested the Board of Trustees approve Agreement #19-27 with CSM Consulting Inc. to provide services relating to E-Rate. Payment will be from funds recovered from the E-Rate reimbursement.

FISCAL IMPACT:

\$31,000.00 per year for a three (3) year total of \$93,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-27, with CSM Consulting Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #19-27, CSM Consulting Inc. (4 Pages)



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Oxnard School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. **CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE**

- 1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN)Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
- 2. Act as District’s main point of contact with the SLD.
- 3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. **DISTRICT RESPONSIBILITIES**

- 1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
- 2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. **COST**

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$31,000**, per year

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each year of this Agreement.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. **MISCELLANEOUS**

1. **Term.** The term of this agreement shall commence as of July 1, 2019, or upon execution (whichever is later), through June 30, 2022.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.35 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Oxnard School District
1051 South A Street
Oxnard, CA 93030

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in Oxnard, CA This _____ day of _____, 2019



_____, Vice President
David T. Cichella

_____, Title Director, Purchasing

Lisa A. Franz Print Name

Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 6/5/19

- 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 _____ 1st Reading _____ 2nd Reading _____

Ratification of Agreement #18-238 – PRIDE Learning Co. (DeGenna/Madden)

PRIDE Learning Co. will provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department.

Term of the Agreement/MOU: **June 1, 2019 through June 30, 2020**

FISCAL IMPACT:

\$10,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-238 with PRIDE Learning Co.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-238, PRIDE Learning Co. (13 Pages)
Tuition/Fees Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-238

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of June 2019 by and between the Oxnard School District (“District”) and PRIDE Learning Co. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from June 1, 2019 through June 30, 2020 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

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

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

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

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

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

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

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Katrina Madden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: PRIDE Learning Co.
27001 La Paz Rd., Suite 336
Mission Viejo, CA 92691
Attention: May Dabbah
Phone: 866.774.3342
Email: may@pridelearningcenter.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.** **KATRINA MADDEN** 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:

PRIDE LEARNING CO.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-238

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

SERVICES

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

***PER ATTACHED TUITION/FEES SHEET**

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

***PER ATTACHED TUITION/FEES SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-238

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

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 tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$10,000.00, per the tuition/fees sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-238

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-238

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Tuition and Fees
2018-2019 & 2019-2020

Private Individual 1:1 sessions in reading, writing and comprehension
On-Site/In-Home with a PRIDE Reading Specialist

\$90 per hour with a 3 hr min per week
\$120 registration fee

Optional Written Reports **\$160**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2019

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

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

PRODUCER Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts	631-421-2424	CONTACT NAME: House Accounts PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-421-2004 E-MAIL ADDRESS:
INSURED Pride Learning Co. 27001 La Paz Rd #354 Mission Viejo, CA 92691		INSURER(S) AFFORDING COVERAGE
		INSURER A: Philadelphia Ins Companies NAIC # 18058
		INSURER B: The Hartford Insurance Company 38288
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

WHIS IS WIF FRW, Y WH WWHK OF LIF IKS P, IKSUR Kf k LISWk D Br LF. H Vrk Br k k ISSUR D Wf WHK IKSUR D K CK D BF VR, P R WHK OF LIF Y OK RIF D IKDIF WK D/ Kf w. IWH SW KDIKG KY Rk 5 UIRk Ek Kw1 Wk Rk P R f f KDIWF K P, KY f P KWR f w P R f WHK R Df f UCR Kw. IWH Rk SOK f w Wf. Hf H WHIS f R R W, f Wk C Y Bk ISSUR D P R C Y OK R W IK1 W Hk IKSUR Kf k, P RDR BY WHK OF LIF IKS Dk Sf RIBk D HR Rk IK IS SUB (k f w Wf LL WHK Wk R C S1 K f LUSIF KS KD f P KDIWF KS P, SUf H OF Lf Iks/ LIC IWS SHf. K C Y H Vrk Br k Rk DUf R D BY O ID f L ICS/

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY f L ICS-C-DR X P f f UR X Corp Punishment GK K L GGRK G Wk LIC IW OOLIKS OK R* OK Lf Y OK R (K f W) LF f P WHK R*			PHPK1814711	06/17/2018	06/17/2019	R f H P f f URRK Kf k \$ 1,000,000 D C Gk Wf Rk Kw D OK R C I S K S (k a occu ! " ce# \$ 1,000,000 EK D R O (" y o" ! % so" # \$ 10,000 OK RS P K L ' DV IKJURY \$ 1,000,000 Gk K R L GGRK G Wk \$ 2,000,000 OK R DUf W S - f P OK OGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY K V U Wf E K R D U Wf S P KLY Sfr HR DULk D U Wf S X HIRK D U Wf S P KLY X K P K P K R D U Wf S P KLY			PHPK1814711	06/17/2018	06/17/2019	f P CBIK R D SIKGLR LIC IW (k a acci, ! " # \$ 1,000,000 Bf DILY IKJURY (O) % so" # \$ Bf DILY IKJURY (O) acci, ! " # \$ OK R OK W D C G R (O) acci, ! " # \$ \$
A	X UMBRELLA LIAB X P f f UR EXCESS LIAB f L ICS-C-DR DK D X Rk Wk Kw P K \$ 10000			PHUB627626	06/17/2018	06/17/2019	R f H P f f URRK Kf k \$ 3,000,000 GGRK G Wk \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY K Y OK R OK Wf R O Wk R R B K f U W V R Y / N P, f k R C k C Bk R k f L U D R D? (Mandatory in NH) N / A IO \$! & 1. ! scr-2! u" ! DK Sf R I O Wf K P, P OK R Wf KS 2! 34			12WECG1358	11/19/2018	11/19/2019	X OK R SW W U Wk P WH- K R R / L / R f H f f ID R Kw \$ 1,000,000 R / L / DISK S k - k R C O L P Y R K \$ 1,000,000 R / L / DISK S k - OK Lf Y LIC IW \$ 1,000,000
A	Prof Liability			PHPK1814711	06/17/2018	06/17/2019	Occ/Agg \$1Mil/\$2Mil
A	Abuse/Molesatation			PHPK1814711	06/17/2018	06/17/2019	Occ/Agg \$1Mil/\$2Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional insured, if required by written contract or agreement.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

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

Award of Formal Bid #18-02 and Approval of Agreement #18-236 for Roof Replacement 2019 – Fremont (9 Bldgs.) (Penanhoat)

Formal bids were solicited for Bid #18-02, Roof Replacement 2019 – Fremont (9 Bldgs.), pursuant to Public Contract Code 20110. Four bids were received and opened at 10:00 a.m., Friday, May 3, 2019. The bid summary is attached.

It is requested that the Board of Trustees award Bid #18-02 Roof Replacement 2019 – Fremont (9 Bldgs.), and enter into Agreement #18-236 with **Channel Islands Roofing Inc.**, as the lowest, responsive, responsible bidder, in the amount of \$524,476.00.

FISCAL IMPACT:

\$524,476.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #18-02 Roof Replacement 2019 – Fremont (9 Bldgs.), and enter into Agreement #18-236 with Channel Islands Roofing Inc., in the amount of \$524,476.00.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 Page)
Agreement #18-236, Channel Islands Roofing Inc. (3 Pages)

SECTION 00310

AGREEMENT #18-236

THIS AGREEMENT is made this 5th day of June, 2019, 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 #18-02
Roof Replacement 2019 – Fremont School (9 Bldgs.)

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 **fifty-two (52) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Fremont	June 17, 2019	August 8, 2019

TOTAL CONTRACT PERIOD:

Roof Replacement	June 17, 2019	August 1, 2019
Closeout/Punch List items	August 1, 2019	August 8, 2019

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 Five Hundred Twenty-Four Thousand Four Hundred Seventy-Six Dollars and Zero Cents (\$524,476.00). The Contract Price is based upon the Contractor’s Base Bid Proposal, Add Alternate #2, Add Alternate #3, and Add Alternate #4. 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 |
| 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 | Project Forms |
| Bid Security | General 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

CHANNEL ISLANDS ROOFING 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

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

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

Award of Formal Bid #18-01 and Approval of Agreement #18-237 for Asphalt Paving 2019 – McAuliffe & Brekke (Penanhoat)

Formal bids were solicited for Bid #18-01, Asphalt Paving 2019 – McAuliffe & Brekke, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Monday, May 6, 2019. The bid summary is attached.

It is requested that the Board of Trustees award Bid #18-01 Asphalt Paving 2019 – McAuliffe & Brekke, and enter into Agreement #18-237 with **Pave West Inc.**, as the lowest, responsive, responsible bidder, in the amount of \$139,590.00.

FISCAL IMPACT:

\$139,590.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #18-01 Asphalt Paving 2019 – McAuliffe & Brekke, and enter into Agreement #18-237 with Pave West Inc., in the amount of \$139,590.00.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 Page)
Agreement #18-237, Pave West Inc. (3 Pages)

OXNARD SCHOOL DISTRICT

School/Dept: Brekke School
Project Description: Asphalt Paving 2019
OSD BID NO. 18-01
Date: Monday, May 6, 2019



BIDDERS	BASE BID	ADD ALT #1
ARDALAN CC	329,400	170,500
PAVE VIEST	122,494	17,096

SECTION 00310

AGREEMENT #18-237

THIS AGREEMENT is made this 5th day of June, 2019, 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 **Pave West Inc.**, hereinafter called the “Contractor”, with a principal place of business located at 11700 166th Street, Artesia, CA 90701.

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 #18-01
Asphalt Paving 2019 – McAuliffe & Brekke

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-five (45) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
McAuliffe	June 17, 2019	August 1, 2019
Brekke	June 17, 2019	August 1, 2019
<u>TOTAL CONTRACT PERIOD:</u>		
Construction	June 17, 2019	July 25, 2019
Closeout/Punch List items	July 25, 2019	August 1, 2019

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 Hundred Thirty-Nine Thousand Five Hundred Ninety Dollars and Zero Cents (\$139,590.00). The Contract Price is based upon the Contractor's Base Bid Proposal and Add Alternate #1. 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
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	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	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.

DISTRICT

PAVE WEST 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

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

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

Approval of Field Contract #FC-P20-00001 – Reliable Floor Covering Inc. (Penanhoat)

Proposals were solicited for Field Contract #FC-P20-00001, Remove and Replace Flooring at Frank & Ramona, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Tuesday, May 7, 2019.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P20-00001 to the lowest responsible bidder, Reliable Floor Covering Inc., in the amount of \$59,867.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$59,867.00 – Deferred Maintenance (Frank = \$34,561.00 and Ramona = \$25,306.00)

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field Contract #FC-P20-00001 to Reliable Floor Covering Inc., in the amount of \$59,867.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P20-00001, Reliable Floor Covering Inc. (3 Pages)

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

Project No.: FC-P20-00001
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 6/5/19, between **Reliable Floor Covering Inc.** (“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 **Fifty-Nine Thousand Eight Hundred Sixty-Seven Dollars and Zero Cents (\$59,867.00)**, 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 5/7/19.**

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 start 7/1/19 and end 7/15/19****

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of **One Hundred Dollars (\$100.00)** per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of **One Hundred Dollars (\$100.00)** for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> X </u> Scope of Work	<u> X </u> Subcontractor List	<u> X </u> Performance/Payment Bonds
<u> X </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P20-00001</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>5/7/19</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

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

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Orlando De Leon, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

GENERAL CONDITIONS

1. **WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. **JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. **TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
6. **DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
8. **TIME:** Time is of the essence in the performance of this contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
14. **HEALTH AND SAFETY:**
 - a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - b. **Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication: standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
17. **PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion: to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
19. **HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
21. **BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
22. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
32. **CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
33. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing before execution of the work. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
34. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
35. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
36. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
37. **ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
38. **CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
39. **SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
40. **KEYS:** Contractor shall comply with the sign the District's CONTRACTORS KEY ISSUE/SECURITY AGREEMENT prior to commencement of work.
41. **FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

RELIABLE FLOOR COVERING, INC.

May 7 , 2019

Oxnard School District
1055 South C Street
Oxnard, Ca. 93030
Tel: 805-385-1514 x2505- Cell-805-513-2849
Email: lfranz@oxnardsd.org

Attn: Lisa Franz
Re: 2019 Summer Flooring Projects
Ramona & Frank School

Dear Lisa,
The following is the cost proposal for 2019 Summer Flooring Projects.

Scope of work:

A) Ramona School: Kitchen Flooring Replacement

Furnish and install Altro style "Reliance 25" Safety Flooring in the kitchen, office, locker room, bathroom, and pantry. Install using "Altro Fix 30" (2 part- Polyurethane adhesive). Heat Weld all seams. Self cove 6" high with new aluminum cap metal. Remove and dispose of existing sheet vinyl. All kitchen equipment, appliances, shelving to be moved by others . Provide Performance and Payment Bond.

Total price tax included: \$25,306.00

B) Frank School:

Furnish and install Armstrong Standard Excelon VCT in classrooms P-2, D-4, C-1, C-2, C-4, C-5. Furnish and install Burke 4" rubber base. Furnish and install 9MM Halex Underlayment in Classroom P-2 only. Furnish and install Pemko Threshold in Classroom P-2 only. Remove and dispose of existing glue down carpet and rubber base. Remove the three dimensional carpet adhesive. Provide Performance and payment Bond.

Total price tax included: \$25,411.00

Option 1. Frank School: Classroom C-8- Perform same scope of work as "B" Above

Total additive price tax included \$ 4,770.00

Option 2. Frank School: Classroom B-5- Perform same scope of work as "B" Above

Total additive price tax included: \$ 4,380.00

Sincerely,

Jon Rumkin

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

- STUDY SESSION** _____
- CLOSED SESSION** _____
- SECTION A-1: PRELIMINARY** _____
- SECTION A-II: REPORTS** _____
- SECTION B: HEARINGS** _____
- SECTION C: CONSENT AGENDA** _____

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

SECTION D: ACTION _____

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

Ratification of Amendment #2 to Agreement/MOU #15-162 - City of Oxnard, for Joint Use of Lemonwood Park (Penanhoat/CFW)

On 12/09/2015, the Board of Trustees approved Agreement/MOU #15-162 for the joint use of Lemonwood Park by and between the City of Oxnard and the Oxnard School District during the construction phase of the Lemonwood School reconstruction project. The term of this agreement expired on January 4, 2018. Addendum #1 of the agreement was approved by the Board of Trustees on December 6, 2017, which extended the term to May 31, 2019. The completion of Lemonwood play field reconstruction is currently anticipated in August 2019. Both the City and the District have agreed to extend the term of the agreement to September 30, 2019 via the attached Amendment #2 prepared by the City. This will allow for completion of the warranty period of the play field and allow for the new field to properly establish to the District's satisfaction.

FISCAL IMPACT

Amendment #2 requires the District to continue to lease the park areas for a monthly fee of \$100.00, and will extend the agreement until September 30, 2019. The approximate not-to exceed amount of \$400.00 will be funded from Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify Amendment #2 to Agreement/MOU #15-162 with the City of Oxnard.

ADDITIONAL MATERIAL(S):

- Attached:
- Amendment #2 (2 Pages)
 - Amendment #1 (2 Pages)
 - Agreement/MOU #15-162/#A-7870 (13 Pages)

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING REGARDING
THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN CITY OF OXNARD
AND OXNARD SCHOOL DISTRICT**

This Second Amendment (“Second Amendment”) to the Memorandum of Understanding regarding the Joint Use of Lemonwood Park by and between City of Oxnard and Oxnard School District (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019__, by and between the City of Oxnard, a municipal corporation (“City”), and the Oxnard School District, a California public elementary school district organized under the laws of the State of California (“District”). This Second Amendment amends the Agreement entered into on December 9, 2015, by City and the District. The Agreement previously has been amended on December 6, 2017, by a First Amendment.

WHEREAS, the District is still in the process of constructing Lemonwood Elementary School (“School”); and

WHEREAS, the City and the District wish to extend the Agreement to accommodate construction phasing.

NOW, THEREFORE, the City and the District hereby agree as follows:

1. Section 2 (“Term”) of the Agreement shall be amended to state the following:

“The term of this Agreement shall commence upon January 4, 2016, and shall continue until September 30, 2019, or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier.”

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

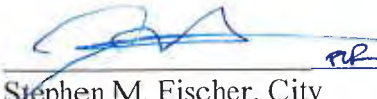
Tim Flynn, Mayor¹ _____ Date
 Alexander Nguyen, City Manager _____
 Lisa Boerner, Purchasing Manager _____
 Buyer _____

_____ Date
 Lisa A. Franz,
 Director, Purchasing

ATTEST:

_____ N/A _____
 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:


 _____ *rf* 9/30/18 _____
 Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

Agreement No. A-7870

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
REGARDING THE JOINT USE OF LEMONWOOD PARK BY AND
BETWEEN CITY OF OXNARD AND OXNARD SCHOOL DISTRICT**

This First Amendment ("First Amendment") to the Memorandum of Understanding regarding the Joint Use of Lemonwood Park by and between City of Oxnard and Oxnard School District ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of December, 2017, by and between the City of Oxnard, a California municipality ("City"), and the Oxnard School District, a California public elementary school district organized under the laws of the State of California ("District"). This First Amendment amends the Agreement entered into on December 9, 2015, by the City and the District.

WHEREAS, the District is still in the process of constructing Lemonwood Elementary School ("School"); and

WHEREAS, the City and the District wish to extend the Agreement to accommodate construction phasing.

NOW, THEREFORE, the City and the District hereby agree as follows:

1. Section 2 ("Term") of the Agreement shall be amended to state the following:

"The term of this Agreement shall commence upon January 4, 2016, and shall continue until May 31, 2019, or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier."

2. The number "Thirteen (13)" in Section 9 ("General Terms and Conditions") of the Agreement shall be amended to "fourteen (14)."

3. The last sentence of Section 7 ("Remedies") of "GENERAL TERMS AND CONDITIONS" in the Agreement shall be amended to state the following:

"Notwithstanding the above provisions, in the event that any default cannot be cured within sixty (60) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately upon receipt of notice commences to cure said default and diligently pursues such cure to completion."

4. Section 14 ("Termination without Cause") shall be added to "GENERAL TERMS AND CONDITIONS" in the Agreement and shall state the following:

"The City may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' written notice to the District."

5. As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT




Lisa Boerner, Purchasing Agent Date 1/24/18



Lisa A. Franz, Director, Purchasing Date 1-17-18

APPROVED AS TO FORM:




Stephen M. Fischer, City Attorney Date 1/18/18

APPROVED AS TO CONTENT:

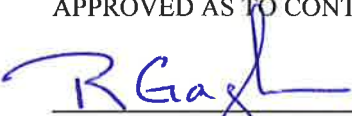


Ralph Alamillo, Project Manager Date 1/18/18



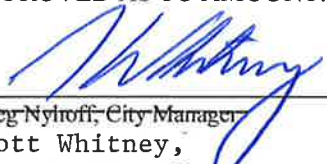
Thien Ng, ~~Interim~~ Assistant
Public Works Director Date 1/18/18

APPROVED AS TO CONTENT AND AMOUNT:




~~Ruth Osuna, Assistant City Manager~~
Rosemarie Gaglione,
Public Works Director Date 1.19.18

APPROVED AS TO AMOUNT:



~~Greg Nyhoff, City Manager~~
Scott Whitney,
Interim City Manager Date 1/31/18

APPROVED AS TO INSURANCE:



Mike More, Risk Manager Date 1/23/18

OSD # 15-162

RECEIVED
JUN 18 2015
CITY OF OXNARD
AGREEMENT No. A-7870

**MEMORANDUM OF UNDERSTANDING REGARDING
THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN
CITY OF OXNARD AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding the Joint Use of Lemonwood Park (“Agreement”) is entered into this 9th day of December, 2015, by and between the City of Oxnard, a California municipality, hereinafter referred to as the “City”, and the Oxnard School District, a California public elementary school district organized under the laws of the State of California, hereinafter referred to as the “District”.

RECITALS

WHEREAS, in January 2013, the Board of Trustees adopted a Facilities Implementation Plan designed to reconfigure and improve the District’s facilities;

WHEREAS, the replacement of the aging facilities at Lemonwood Elementary School, recently reconfigured to a K-8 School, has been identified as Project 3 of the Measure “R” Facilities Implementation Program (“Project”);

WHEREAS, the Project provides for the complete reconstruction/replacement of the school with minimal disruption to the existing school site which will remain in operation throughout the design and construction of the new school facilities;

WHEREAS, the new school will be constructed in the play and recreational areas of the existing Lemonwood Elementary School thereby requiring that the school identify alternative areas for play and recreation areas;

WHEREAS, the adjacent Lemonwood Park is a City-owned and operated park;

WHEREAS, the District seeks to enter into an agreement with the City to jointly use a portion of the Lemonwood Park for play and recreation areas during the school day;

WHEREAS, the City recognizes the District’s needs and can accommodate those needs during the school day without significantly disrupting the access and operation of the Lemonwood Park;

NOW THEREFORE, for good and valuable consideration, mutually acknowledged by the Parties, the Parties agree as follows:

1. **Property.** The real property that is the subject of this Agreement consists of a portion of Lemonwood Park (the “Park”) located at 2055 East San Mateo Road, Oxnard, CA 93033. A satellite image of the area is attached hereto as Exhibit A. The portion of the Park that is subject to joint use is identified in the highlighted portion of the map attached as Exhibit A.

COUNCIL APPROVED
5/10/2015 N-4
DATE

2. **Term.** The term of this Agreement shall commence upon January 4, 2016 and shall continue for a period of 24 months or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier. There shall be an option to extend the Agreement by a period of up to 12 months to accommodate construction phasing or any delay in the completion of the project if agreed to in writing by the District and City as detailed in paragraph 7.

3. **City Use of the Park.** The City shall have exclusive use of the facilities in the Park for park and recreational purposes and the use by the general public at all such times not reserved for the District pursuant to paragraph 4.

4. **District Use of the Park.**

a. The District shall have exclusive use of those portions of the Park designated on Exhibit A and all facilities therein, from 8:00 a.m. to 3:30 p.m., on each and every day that school is in session. District shall submit an annual School Year Calendar to the City during the term of this Agreement.

b. The District shall not deny access to those portions of the Park not designated for exclusive District use on Exhibit A to members of the public at any time nor erect or construct barriers such as fencing at the Park. The District hereby acknowledges that: 1) those portions of the Park not designated for exclusive District use on Exhibit A are open to the public, and 2) the City is not responsible for screening members of the public that use or access the Park, including areas designated for District use.

5. **District Responsibilities.**

a. The District shall not lease or sublease the Park.

b. The District shall provide recess monitors while District students are using the Park pursuant to this Agreement pursuant to its normal procedures.

c. The District shall be responsible for trash and litter collection generated by the District's use of the Park in a manner consistent with the City's standards.

d. The District shall be responsible for any damage to Park facilities caused by District students or staff.

e. The District agrees to pay a monthly fee of \$100.00 to the City to offset the costs of increased maintenance at the Park due to this Agreement.

6. **City Responsibilities.**

a. With the exception noted in section 5(c), the City shall maintain the Park in a neat, clean and workmanlike manner consistent with the City's standards, including trash and litter collection and removal. All maintenance and repairs in the Park shall be accomplished by the City's employees or by the District's contractors or by volunteers or nonprofit organizations directly under the control of the City, including but not limited to repairs to building, restrooms facilities, drinking fountains, and repair/cleanup of graffiti and vandalism issues.

b. The City shall be responsible for landscape and grounds maintenance of the Park throughout the term of the Agreement.

c. If the City sponsors and/or coordinates a recreational program or other use of the Park, the City shall coordinate with the District and be responsible for authorizing such use and cleanup after such use.

d. The City shall be responsible to open and close the public park restroom facilities daily, including all weekends and holidays.

7. **Joint Review.** The City and the District shall meet annually prior to July 1 of each year to review the joint use of the Park, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both the City and the District, evidenced by a written amendment to this Agreement, executed by the City Manager and the District Superintendent. The City and the District may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to the District Superintendent and the City Manager who shall meet together and resolve the matter.

8. **Neighborhood Cooperation and Involvement.** The City and the District shall both continually cooperate and coordinate with the neighborhood in which the Park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use Park facility. The City and the District shall participate with and attend neighborhood council meetings as requested.

9. **General Terms and Conditions.** The City and the District hereby agree to the following Thirteen (13) general terms and conditions:

GENERAL TERMS AND CONDITIONS

1. **Entry and Inspection.** The City reserves, and shall always have the right, subject to reasonable notice during the District's hours of use, to enter upon the Park for the purpose of viewing and ascertaining the condition thereof.

2. **Assignment.** Neither the District nor the City shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

3. **Compliance with Law.** At each parties' sole cost and expense the District and the City shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

\\

4. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

5. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

6. **Administration of Agreement: Notice.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to the District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the District may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon the District or any person hereafter authorized by the District to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to the City's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the City may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

7. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within sixty (60) days after the service of written notice upon the defaulting party as provided in paragraph 6, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred sixty (60) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

8. **Mutual Indemnity.**

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

officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by City or by any individual or entity for which City is legally liable, including but not limited to officers, agents, employees or sub-contractors of City. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers. Except as specifically provided in this Agreement, in no event shall City be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of City and shall survive the termination of this Agreement.

b. District's Indemnity Obligation. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the City and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of City, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

9. **Insurance.** The District represents to the City that the District is legally self-insured for its public liability, and property damage risk through the Ventura County Schools Self Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. The District's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the District in the Park or any person acting for the District

or under the District's control or direction in the Park. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. The District shall submit proof of JPA participation to the Finance Director of the City on or before the commencement of the term of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by the District shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to the City by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

The District shall not use or permit the use of the Park for any purpose other than these allowed by this Agreement. The District at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering the Park, its buildings and appurtenances during the District's use.

10. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

11. **Verbal Agreements.** This Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This Agreement cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

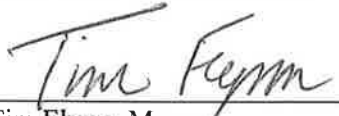
12. **Severance.** If any part of this Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

13. **Nondiscrimination.** The District, the City, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Agreement is executed by the City of Oxnard acting by and through its Mayor upon approval of the City Council, authorizing such execution, and by the Oxnard School District, acting by and through its Superintendent pursuant to authorization from its Board of Trustees.

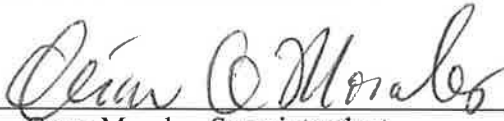
Signatures on following page

THE CITY OF OXNARD:



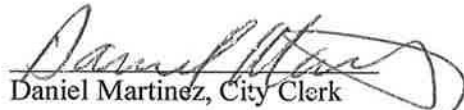
Tim Flynn, Mayor

OXNARD SCHOOL DISTRICT:



Dr. Cesar Morales, Superintendent

ATTESTATION:



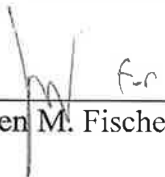
Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE




Risk Manager

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT



Michael Henderson, Project Manager

EXHIBIT A
Joint Use Area of Lemonwood Park



VCSSFA (LCM)

THIS ENDORSEMENT CHANGES THE VCSSFA LIABILITY COVERAGE MEMORANDUM. PLEASE READ IT CAREFULLY.

**AUTOMATIC ADDITIONAL INSURED –
MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies coverage afforded under the following:

**LIABILITY COVERAGE MEMORANDUM
APPENDIX "A" - DEFINITIONS**

DEFINITIONS, 3. Additional Covered Party is amended to include:

Any person(s) or organization(s) (hereinafter called "**Additional Insured**") with whom you, the "**Member**" or "**Additional Covered Party**", agree in a written or oral agreement to name as an insured or "**Additional Covered Party**", is an "**Additional Covered Party** with respect to liability arising out of the ownership, maintenance, operation or use of that part of the premises leased to you by such person(s) or organization(s), subject to the following exclusions, in addition to those listed in the VCSSFA Liability Coverage Memorandum, **Section V, Paragraph 1**.

The coverage afforded to the "**Additional Insured**" does not apply to:

- a) "**Bodily Injury**" or "**Property Damage**" occurring after you cease to be a tenant in that premises;
- b) "**Bodily Injury**" or "**Property Damage**" arising out of the sole negligence of the "**Additional Insured**";
- c) Structural alterations, new construction or demolition operations performed by or on behalf of the "**Additional Insured**";
- d) Liability assumed by the "**Additional Insured**" under any contract or agreement;
- e) "**Property Damage**" to:
 - 1) Property owned, used, occupied by, or rented to the "**Additional Insured**";
 - 2) Property in the care, custody or control of the "**Additional Insured**" or its employee or agent, or as to which the "**Additional Insured**", its employee or agent is for any purpose exercising physical control;

ENDORSEMENT AI-2

- f) Any liability which would otherwise be covered under **Section IV, 2, a**, to wit: liability (1) imposed by law, or (2) of others assumed or retained by the "**Member**" or "**Additional Covered Party**" under contract because of "**Errors and Omissions**";
- g) Any liability which would otherwise be covered under **Section IV, Coverage Part B, 2, b**, to wit: **Conditional Coverages ("Wrongful Acts")**;
- h) Any liability which would otherwise be covered under **Section IV, Part B, 2, c**, to wit: **Expanded Coverages**.

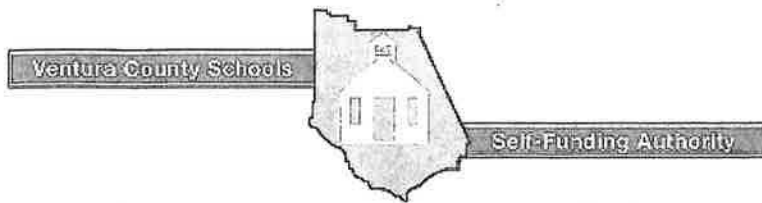
All other terms and conditions of the VCSSFA Liability Coverage Memorandum remain unchanged.

This endorsement is a part of the VCSSFA Liability Coverage Memorandum and takes effect on the effective date of the VCSSFA Liability Coverage Memorandum unless another effective date is shown below.

Must be completed		Complete only when this endorsement is not prepared with the LCM or is not to be effective with the LCM.
Endt # E-2	LCM # VCSSFA 2015-2016 and any applicable reinsurance	Effective on and after 07/01/2015, 12:01 a.m. standard time Issued to: Oxnard School District Issued by: VCSSFA Expiration Date: 07/01/2016



Authorized Representative



Login

 Web Site

5189A Verdugo Way, Camarillo, CA 93012-8653 • (805) 383-1969 •
FAX (805) 383-1971

News About Us Programs Risk Control Agreements-Contracts Resources Forms
Links Members Only Form 700

March 15, 2016

News

News

Internet Explorer Alert

If you are currently using Internet Explorer 10 as your browser, parts of this website may not be visible. We recommend that you use Google Chrome or Mozilla Firefox browsers for full functionality of this site.

Career Opportunities

VCSSFA Employment Application

Executive Assistant

Office Assistant

Upcoming Events

Executive Committee Meeting

February 9, 2016

Risk Management Committee Meeting

February 3, 2016

About Our Organization

The Ventura County Schools Self-Funding Authority (VCSSFA) is a Joint Powers Authority formed by the public school districts in Ventura County in 1982 as a State Regulated Public Entity under Title 1, Division 7, Chapter 5, Article 1, of the California Government Code.

Prior to 1982, there were two separate Joint Power Authorities (JPAs); one for Workers' Compensation and one for Liability and Property. The formation of these two JPAs by the local educational agencies of Ventura County was a direct result of the inability of public school districts to purchase specific insurance coverages and/or the absence of affordable insurance coverages in the commercial market. The two JPAs were merged by their member districts in 1982 to form the VCSSFA.

Our Purpose

The VCSSFA was established for the sole purpose of providing to its member school districts services and other programs necessary and appropriate for the establishment, operation, and maintenance of self-funded insurance programs to include, but not limited to, Workers' Compensation, General Liability, Auto Liability, Public Officials' Errors and Omissions, Property, Boiler & Machinery, Fiduciary Liability, and Risk Management and Safety Services relating to the aforementioned areas.

The VCSSFA is one of the best kept secrets within the educational community in our county. The VCSSFA deals with liability and property issues that would otherwise confound and potentially do irreparable harm to districts. The VCSSFA has a statewide reputation for excellence and ethical practices.

Board Meeting
March 15, 2016

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

Facilities

SECTION D: ACTION _____

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

Ratification of Change Order No. 006 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

Over the course of the construction of the Elm Elementary School Reconstruction Project, the District has requested modifications to the project to enhance the functionality of the new buildings. Some of these modifications have resulted in credits to the project. An example of this includes the substitution of the energy management system for project thermostats (COR 325). Other items are design clarifications resulting in credits. An example includes revisions to the landscaping and irrigation due to code-required changes to hardscape made during construction (COR 602). The remaining credit change orders result from code requirements, such as the deletion of fire smoke dampers shown in the approved construction drawings, but not required by code (COR 618). Change Order No. 006 provides for the Board's ratification of eleven (11) change order proposals with the following scope of work:

- COR No. 252- CREDIT Classroom Bldg Window Changes
- COR No. 325- CREDIT Sheldon-Alerton Credit/ Venstar Add
- COR No. 326- CREDIT Sheldon - RFI 202R1 VRF mixing boxes
- COR No. 331- CREDIT Pacific - MPR Delete drywall ceilings
- COR No. 534- CREDIT Delete Ceiling framing in MPR
- COR No. 560- CREDIT- Deletion of Asphalt at MPR
- COR No. 602- CREDIT- Landscape and Irrigation changes
- COR No. 616- CREDIT- Delete 2 Windows at MPR
- COR No. 618- CREDIT- Delete Fire Smoke Dampers
- COR No. 627- CREDIT- Delete Gazebo framing at Kinder
- COR No. 634- CREDIT- Delete Roof Hatch

FISCAL IMPACT

Forty-Seven Thousand Four Hundred Thirteen Dollars and Zero Cents (\$47,413.00) to be credited back to the Master Construct and Implementation Funds. The Board's ratification of this decrease to the overall project budget constitutes approval of the decreased allocation of \$47,413.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 006 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #006, Bernards Bros Inc. (3 Pages)
- COR No. 252- CREDIT Classroom Bldg Window Changes (9 Pages)
- COR No. 325- CREDIT Sheldon-Alerton Credit/ Venstar Add (18 Pages)
- COR No. 326- CREDIT Sheldon- RFI 202R1 VRF mixing boxes (12 Pages)
- COR No. 331- CREDIT Pacific- MPR Delete drywall ceilings (11 Pages)
- COR No. 534- CREDIT Delete Ceiling framing in MPR (19 Pages)
- COR No. 560- CREDIT- Deletion of Asphalt at MPR (3 Pages)
- COR No. 602- CREDIT- Landscape and Irrigation changes (11 Pages)
- COR No. 616- CREDIT- Delete 2 Windows at MPR (6 Pages)
- COR No. 618- CREDIT- Delete Fire Smoke Dampers (15 Pages)
- COR No. 627- CREDIT- Delete Gazebo framing at Kinder (3 Pages)
- COR No. 634- CREDIT- Delete Roof Hatch (2 Pages)
- Construction Services Agreement #16-199 (108 Pages)



CHANGE ORDER

Date: 6.5.2019

CHANGE ORDER NO. 006

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 16-199

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
6 Hutton Centre Drive, Ste. 1150
Santa Ana, CA 92707

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 2013-40159
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$..2,467,621.00
ADJUSTED CONTRACT SUM.....	\$ 25,774,507.00
NET CHANGE - \$.....(\$47,413.00)
Total Change Orders to Date: 006.....	\$..2,420,208.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 006.....	\$.25,727,094.00

Commencement Date:January 30, 2017
Original Completion Date:October 16, 2018
Original Contract Time:661 Calendar Days
Time Extension for all Previous Change Orders:000 Calendar Days
Time Extension for this Change Order:000 Calendar Days
Adjusted Completion Date:October 16, 2018

Percentage (10.38%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 252- CREDIT Classroom Bldg Window Changes			(\$457.00)	
2.	COR No. 325- Sheldon _ Alerton Credit/ Venstar Add		(\$13,659.00)		
3.	COR No. 326- Sheldon- RFI 202R1 VRF mixing boxes		(\$311.00)		
4.	COR No. 331- Pacific- MPR Delete drywall ceilings			(\$2,377.00)	
5.	COR No. 534- CREDIT Delete Ceiling framing in MPR		(\$12,783.00)		
6.	COR No. 560- CREDIT- Deletion of Asphalt at MPR				(\$2,688.00)
7.	COR No. 602- CREDIT- Landscape and Irrigation changes			(\$1,386.00)	
8.	COR No. 616- CREDIT- Delete 2 Windows at MPR		(\$1,474.00)		
9.	COR No. 618- CREDIT- Delete Fire Smoke Dampers				(\$1,066.00)
10.	COR No. 627- CREDIT- Delete Gazebo framing at Kinder		(\$10,464.00)		
11.	COR No. 634- CREDIT- Delete Roof Hatch			(\$748.00)	
	TOTAL		(\$38,691.00)	(\$4,968.00)	(\$3,754.00)

Total Change Order No. 006 \$ (47,413.00)

***NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR**

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 252 R0

Date: 2/9/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Credit Aluminum Window Frames

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete Type 3 aluminum window frames at Classroom Building and cost to change glass to fire rated glass.	Santa Barbara Glass Co	-397
Reason: Window frames and glass needed to be fire rated.		
Requested By: SVA Architects		
Ref: RFI 151		
		Subtotal: -397
Contractual Costs		
Overhead 15%		-60
		Subtotal: -60
Total Change Order Request Amount:		-457

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

SANTA BARBARA GLASS COMPANY
6385 ROSE LANE
CARPENTERIA, CA 93013
LIC#245557

Elm Street Elementary School
 Bernards Builders

DATE: October 2, 2017
 PTC: Santa Barbara Glass Company
 COST PROPOSAL #: _____
 Field order #: RFI 151

COST PROPOSAL

DESCRIPTION OF CHANGE : PER RFI #151 changed (34) W3 windows from Arcadia Aluminum windows to fire rated Hollow Metal windows with Fire Rated Glass
Hollow Metal frames to be furnished and installed by others.
Fire Rated glass to be per specification 088000 2.01F1c Safti First Superlite 1-XL 45 minute rated

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT		
	QUANTITY	UNIT COST	EXTENTION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Fire Glass	68	\$ 177.00	\$ 12,036.00	68	\$ 85.00	\$ 5,780.00			\$ -
Aluminum Windows	34	\$ (206.00)	\$ (7,004.00)	136	\$ (85.00)	\$ (11,560.00)			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
		\$ -	\$ -		\$ -	\$ -			\$ -
SUBTOTALS:			\$ 5,032.00			\$ (5,780.00)			\$ -

MATERIAL		\$ 5,032.00
SALES TAX (8.00)	8.00%	\$ 402.56
LABOR		\$ (5,780.00)
LABOR BURDEN (%) INCLUDED IN LABOR COST INCLUDING SUBSISTENCE		\$ -
EQUIPMENT		\$ -
SUBTOTAL DIRECT COSTS		\$ (345.44)
O&P (15%)	15%	\$ (51.82)

SUBTOTAL	\$ (397.26)
-----------------	--------------------

SUBCONTRACTOR MATERIAL	INCLUDED	\$ -	
SUBCONTRACTOR SALES TAX (7.75%)	INCLUDED	\$ -	
SUBCONTRACTOR LABOR		\$ -	
SUBCONTRACTOR LABOF INCLUDED IN LABOR COST INCLUDING SUBSISTENCE		\$ -	
SUBCONTRACTOR EQUIPMENT		\$ -	
SUBCONTRACTOR SUBTOTAL DIRECT COSTS		\$ -	
SUBCONTRACTOR FEE ON DIRECT COSTS (15%) (NO PTC FEE INCLUDED)	15%	\$ -	\$ -
5% PTC FEE ON SUBCONTRACTOR DIRECT COST	5%	\$ -	

SUBTOTAL	\$ (397.26)
-----------------	--------------------

\$ -

TOTAL	Deduct to Contract \$ (397.26)
--------------	---------------------------------------

SUBMITTED BY: Ed Dickson
 TITLE / COMPANY: Project Manager/ Santa Barbara Glass Company



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 151

Project: Elm Elementary School Reconstruction Project

Date: 09-19-17

Discipline: Architectural

Subject: HM windows at 1st and 2nd floor

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
201		S.B Shop Drawings-Classrm. Bldg. Level 1 (HM frames)
202		S.B Shop Drawings-Classrm, Bldg Level 2 (HM frames)
A6-2.2 08 80 00	6,7 2.01F	

QUESTION

Please verify, Bldg. 1 - Type 3 - Windows, indicated at 1st and 2nd floors, corridor side, shall be Hollow Metal - 45 minute rated glazing.

- 1) Frames - Hollow Metal per Details 6 & 7 A-6.2.2
- 2) Glass - Per Specification Section 08 800. 2.01 F. B. - Clear Fire Rated, Impact Resistant Glass: Glazing quality, clear fire rated glass, polished both surfaces; nominal thickness 1/4"; UL listed clear fire rated glass; 45 minute fire ratings.

ANSWER

Response 9/25/17

Confirmed.

Tom Bardwell- SVA Architects 9/25/17

(Note additional backup attached)

9/21 response

Confirmed, frames will be hollow metal as per detail 6 & 7/A-6.2.2, sim.

Confirmed, glass is per spec section 08 8000, 2.01 F

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Santa Barbara Glass Co	Ed Dickson	9/20/2017
Construction Hardware Co	Randy Gardner	9/20/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 151

Project: Elm Elementary School Reconstruction Project

Date: 09-19-17

Discipline: Architectural

Subject: HM windows at 1st and 2nd floor

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Gina Sierra - Bernards

Submitted By: Sahithya Mavillapalli - Bernards

Project: Elm Elementary School Reconstruction Project

REQUEST FOR INFORMATION

Job No. 1636.

2 of 2

Report Date: 9/25/2017



REQUEST FOR INFORMATION

RFI No.: 151

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: HM windows at 1st and 2nd floor

Date: 09-19-17
Discipline: Architectural

Response Requested By: 09-26-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please verify, Bldg. 1 - Type 3 - Windows, indicated at 1st and 2nd floors, corridor side, shall be Hollow Metal - 45 minute rated glazing.

- 1) Frames - Hollow Metal per Details 6 & 7 A-6.2.2
- 2) Glass - Per Specification Section 08 800. 2.01 F. B. - Clear Fire Rated, Impact Resistant Glass: Glazing quality, clear fire rated glass, polished both surfaces; nominal thickness 3/4"; UL listed clear fire rated glass; 45 minute fire ratings.

ANSWER

Confirmed.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>9/25/17</u>
	Name	Company	Date

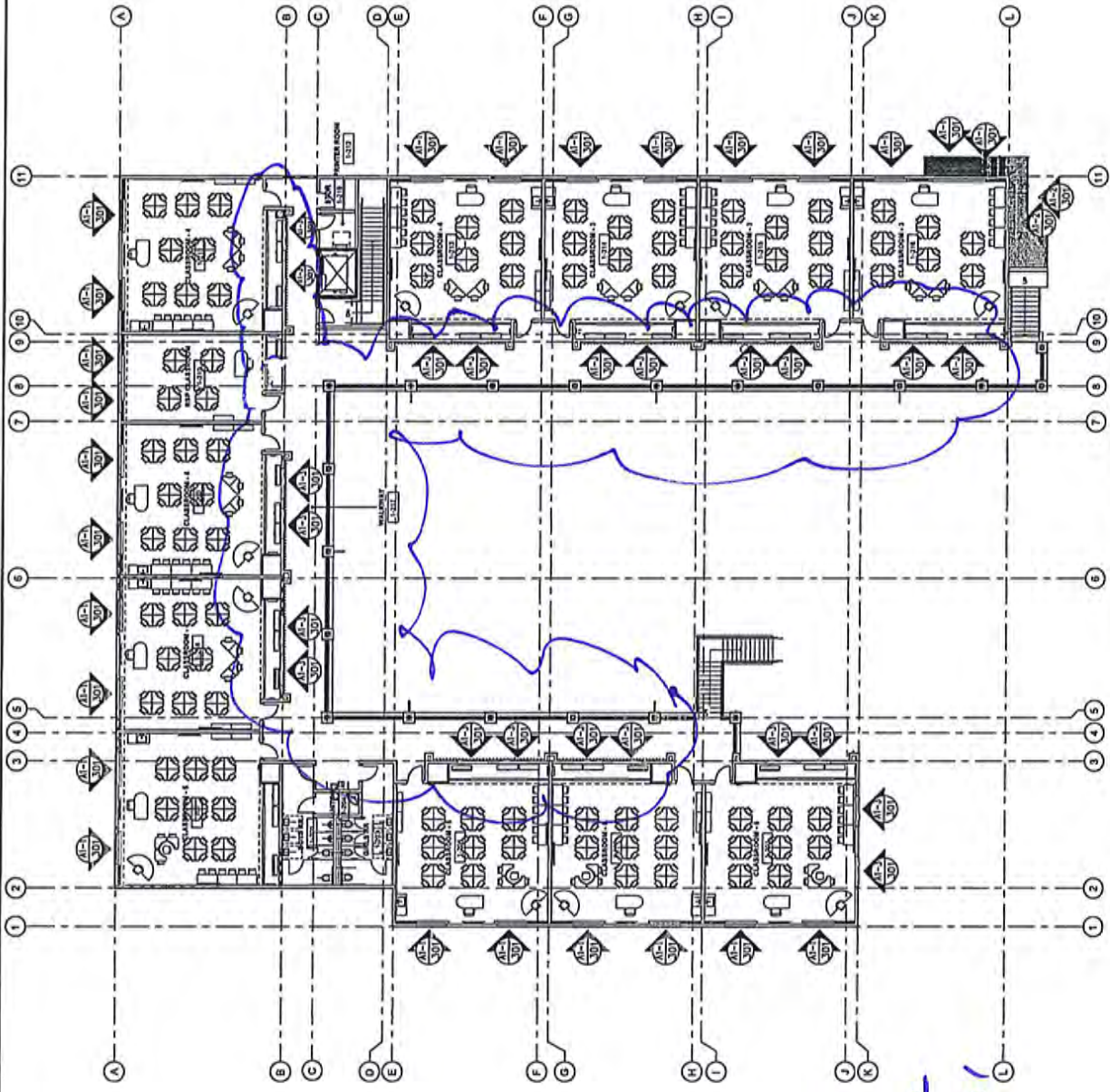
Question Initiated By: Gina Sierra - Bernards
Submitted By: Sahithya Mavillapalli - Bernards

REV	BY	DATE	DESCRIPTION

SANTA BARBARA
GLASS COMPANY
6385 ROSE LANE SUITE B
CARPINTERIA, CA 93013
PH (805) 962-7648 FAX (805) 966-6673

ELM STREET
ELEMENTARY SCHOOL
450 ELM STREET
OXNARD, CALIFORNIA

PROJECT NO.	
DATE	07/2017
SCALE	N/A
PROJECT MANAGER	ED
SHEET	202



CLASSROOM BUILDING LEVEL 2

ARCH REF: 1/A1-11.2

*TYPE 3
Hollow METAL
Pen RFI # 151*

SuperLite™ I-XL

20-45 Minute Fire Protective Glazing
Directional Without Hose Stream

FOR USE IN WINDOW TYPE 3 HM FRAMES AT CORRIDORS BLDG 1 PER RFI 151 SECTION 088000 2.01F,C

PRODUCT ADVANTAGES



- ▶ Patented specialty tempered glazing tested without hose stream, that provides partial radiant heat protection not available with ceramics.
- ▶ Accepted by the GSA and AHJ's across the country as a safe and value added alternative to traditional unsafe wired glass and expensive ceramics.
- ▶ Meets the highest human impact safety requirements.
- ▶ Approved for 20 minute applications without limitations.
- ▶ Received a General Approval from the City and County of Los Angeles (RR25655).
- ▶ Regularly specified for use in urban-wildfire exterior applications, and perfect for property line requirements.
- ▶ Available in specialty architectural make-ups.
- ▶ Lifetime manufacturer's warranty.
- ▶ USA manufactured for fast delivery and competitive pricing.

Fire Rating	Application	Max. CV Area	Max. CV Width	Max. CV Height	Stops
20 minutes	Wood or Steel Doors	3,341 in. ² (2.16 m ²)	35-1/8 in. (0.89 m)	95-1/8 in. (2.42 m)	5/8 in. (16 mm)
20 minutes	Steel Sidelites, Windows and Transoms	5,760 in. ² (3.72 m ²)	96 in. (2.44 m)	96 in. (2.44 m)	5/8 in. (16 mm)
45 minutes*	Wood or Steel Doors	3,341 in. ² (2.16 m ²)	35-1/8 in. (0.89 m)	95-1/8 in. (2.42 m)	5/8 in. (16 mm)
45 minutes*	Steel Sidelites, Windows and Transoms	5,760 in. ² (3.72 m ²)	96 in. (2.44 m)	96 in. (2.44 m)	5/8 in. (16 mm)

* Please see details for limitations.

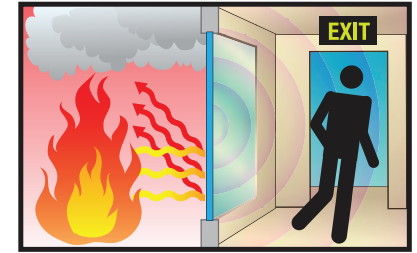
INTERTEK TESTED AND CERTIFIED



SuperLite I-XL is listed and labeled by Intertek and Underwriters Laboratories, nationally recognized testing laboratories approved by OSHA. Requires AHJ approval for 45 minute applications because this is a directional product that is tested without hose stream. Please visit www.safti.com/AHJ for more information.

FIRE PROTECTIVE

Provides partial radiant heat protection.
Contains smoke and flames.



Reflects radiant heat back to the fire source, allowing safe egress in corridors.
For fire resistive glazing that blocks radiant heat see SuperLite II-XL.

SPECIFICATIONS

Thickness: 1/4 in. (6 mm)

Weight: 3.0 lbs./sq.ft. (15 kg/m²)

Sound Transmission Rating: STC 28

Fire Rating: 20-45 minutes without hose stream

Impact Safety Rating:
CPSC 16 CFR 1201 Cat. I and II

Solar Heat Gain Coefficient:
0.70 SHGC

3-Part Specifications:

Available at

www.safti.com/specifications

APPROVALS

UL 9, UL 10B, UL 10C, NFPA 80, NFPA 252, NFPA 257, ASTM E152, ASTM E163, ASTM E2074, ASTM E2010-01, CPSC 16 CFR 1201 Cat. II., ANSI Z97.1

U.S. Pat. No. 5,910,620

Made in the USA

www.safti.com

SAFTIFIRST™
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333

SuperLite™ I-XL

20-45 Minute Fire Protective Glazing
Directional Without Hose Stream



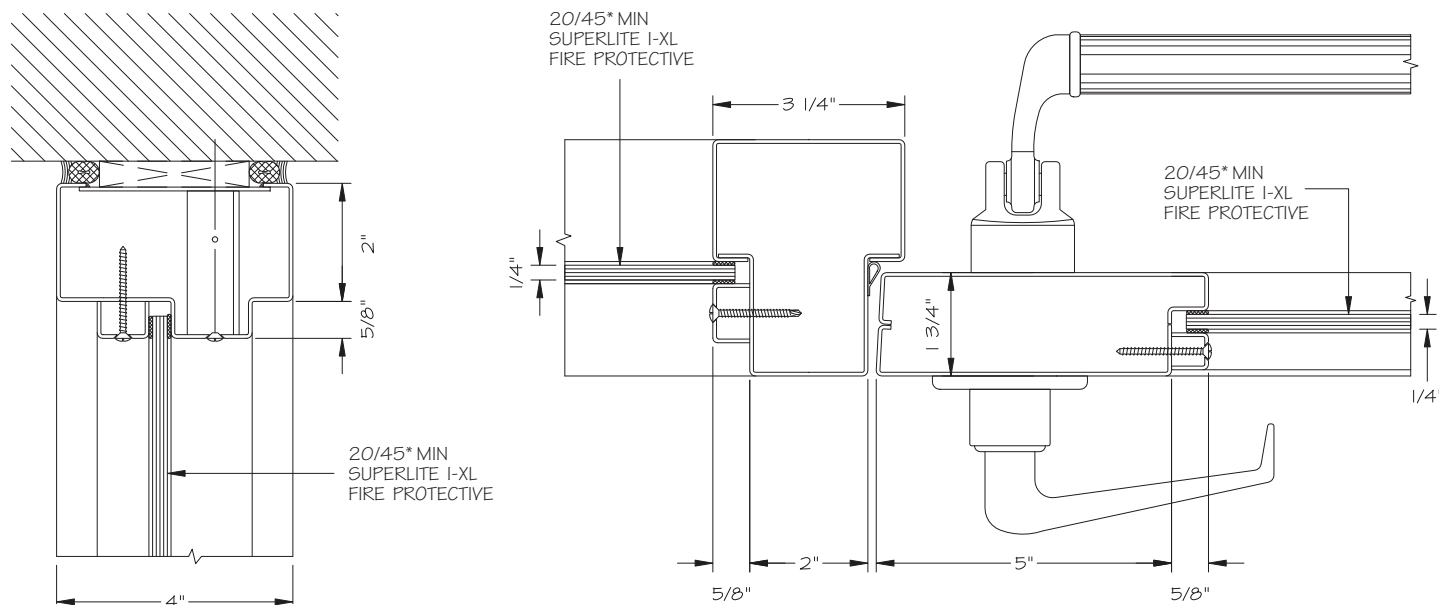
This San Francisco school selected SuperLite I-XL to replace unsafe traditional wired glass, in order to benefit from its partial radiant heat protection and high impact resistance. The use of SuperLite I-XL ensures that students can safely pass through the corridors on a normal daily basis and during an emergency such as an earthquake or fire.

Please request a copy of our SuperLite I-XL Technical Bulletin to learn how your next project can benefit as well.

Project: National Center for International Schools in San Francisco, CA
AHJ: City of San Francisco
Contract Glazier: Hayward Glass

TYPICAL DETAILS More details available at www.safti.com/details

SuperLite I-XL in GPX Builders Series Fire Protective Door, Sidelite and Opening



* AHJ approval is required for 45 minute applications because this is a directional product tested without hose stream. Fire protective glazing is limited to 100 sq. in. in temperature rise doors and up to the maximum size tested in non-temperature rise doors. Fire protective glazing is limited to 25% of the wall area and cannot be used in applications that require ASTM E119 or NFPA 251.

The information provided herein is for general reference only and is subject to change without notice. Please visit www.safti.com for the most up to date information.

© SAFTI FIRST January 2017

www.safti.com

SAFTI FIRST™
SAFETY AND FIRE TECHNOLOGY INC.

888.653.3333



CHANGE ORDER REQUEST

COR No. 325 R0

Date: 8/13/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Venstar Thermostats

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Deductive change order to delete the Alerton EMS System and substitute Venstar thermostats in the Classroom, MPR, and Kindergarten Buildings and a ProLon Zoning System in the Administration Building.	Sheldon Mechanical Corp	-11,877
Reason: Requested By SVA Architects		
Requested By: SVA Architects		
Ref: Bulletin 11, RFI 261		
		Subtotal: -11,877
Contractual Costs		
Overhead 15%		-1,782
		Subtotal: -1,782
Total Change Order Request Amount:		-13,659

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



SHELDON MECHANICAL CORPORATION

July 27, 2018

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #1 Venstar Thermostats in lieu of EMS System R2

Dear Kyle,

Attached is our itemized credit for the Alerton EMS System, Furnished and Installed by Signet Controls and an add for Sheldon Mechanical to Furnish and Install the Venstar Thermostats in the Classroom, MPR and Kindergarten Buildings. Per RFI #261 Sheldon Mechanical will Furnish and Install a ProLon Zoning System with Wall Sensors in the Admin Building.

The Venstar Thermostats are not compatible with a VVT or VAV System. A Front-End Module will be provided which will allow the District to have remote access via the web to monitor/control the 14 zones. An Ethernet Connection will be required for the Front-End Module which will need to be provided by the District.

Credit for SMC COR #1 is \$11,877.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #1 Credit

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	PAGE
02/13/18	1
TIME	
10:13 AM	

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

	Description	Ref	Ref Amount	Op	Rate	Amount
1	SUB CONTRACTS					
2	CONTROLS					
3	Signet					-123,648.00
4	SUBTOTAL					-123,648.00
5						
6	JOB SUBTOTAL					-123,648.00
7						
8	OVERHEAD MARKUP					
9	Material	Shp Tot	138.59	%		
10	Major Quotations	Shp Tot	138.59	%		
11	Sales Tax	Shp Tot	138.59	%		
12	Direct Field Labor	Shp Tot	138.59	%		
13	Direct Shop Labor	Shp Tot	138.59	%		
14	Specialized Labor	Shp Tot	138.59	%		
15	Indirect Labor	Shp Tot	138.59	%		
16	Non-Productive Lbr.	Shp Tot	138.59	%		
17	Direct Job Expenses	Shp Tot	138.59	%		
18	Sub Contracts	Shp Tot	138.59	%		
19	JOB TOTAL					-123,648.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

Shledon Mechanical
 26015 Avenue Hall, Santa Clarita, CA 91355

PROJECT NAME:

Elm Street Elementary School
 450 East Elm Street, Oxnard, CA 93033

APPLICATION NO.:

1

Distribution To:

Owner
 Architect
 Contractor

PERIOD TO: 8/30/2017

SIGNET PROJECT #: SCC16-148

PO / CONTRACT #: 7245-4306

PO / CONTRACT DATE: 5/11/2017

FROM CONTRACTOR:

SIGNET CONTROLS, Inc.
 15350 Mallory Court, Moorpark, CA 93021

VIA ARCHITECT:

CONTRACT FOR: Building Automation and Control System

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 144,467.00
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 144,467.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 20,819.00

CONTRACTOR: SIGNET CONTROLS, Inc.

By: _____ Date: _____

- 5. RETAINAGE:
 - a. 10% % of Completed Work \$ 2,081.90
 (Columns D + E on G703)
 - b. 0% % of Stored Material \$ 0.00
 (Column F on G703)

State of: CALIFORNIA
 County of: VENTURA
 Subscribed and sworn to before me this _____ day of _____

- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 2,081.90
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 18,737.10

Notary Public: _____

My Commission expires: _____

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

- 8. CURRENT PAYMENT DUE \$ 18,737.10
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 125,729.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

Elm Street Elementary School
450 East Elm Street, Oxnard, CA 93033

APPLICATION NO.: 1

containing Contractor's signed Certification, is attached.

APPLICATION DATE: 8/15/2017

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/31/2017

Use Column 1 on Contracts where variable retainage for line items may apply.

SIGNET PROJECT #: SCC16-155

PO #:

A	B	C	D		E	F	G	H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Design & Submittals	\$15,907.00	\$0.00	\$15,907.00	\$0.00	\$15,907.00	100.0%	\$0.00	\$ 1,590.70
2	O&M Manuals	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$720.00	\$ -
3	Training	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$720.00	\$ -
4	Bldg. 1 - Material	\$13,780.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$13,780.00	\$ -
5	Bldg. 1 - Installation	\$18,020.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$18,020.00	\$ -
6	Bldg. 1 - Project Management	\$9,010.00	\$0.00	\$1,802.00	\$0.00	\$1,802.00	20.0%	\$7,208.00	\$ 180.20
7	Bldg. 1 - Programming	\$3,180.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$3,180.00	\$ -
8	Bldg. 1 - Start-up & Testing	\$2,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,650.00	\$ -
9	Bldg. 2 - Material	\$6,930.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$6,930.00	\$ -
10	Bldg. 2 - Installation	\$9,060.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$9,060.00	\$ -
11	Bldg. 2 - Project Management	\$4,530.00	\$0.00	\$906.00	\$0.00	\$906.00	20.0%	\$3,624.00	\$ 90.60
12	Bldg. 2 - Programming	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,600.00	\$ -
13	Bldg. 2 - Start-up & Testing	\$1,330.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,330.00	\$ -
14	Bldg. 3 - Material	\$12,770.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$12,770.00	\$ -
15	Bldg. 3 - Installation	\$16,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$16,700.00	\$ -
16	Bldg. 3 - Project Management	\$8,350.00	\$0.00	\$1,670.00	\$0.00	\$1,670.00	20.0%	\$6,680.00	\$ 167.00
17	Bldg. 3 - Programming	\$2,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,950.00	\$ -
18	Bldg. 3 - Start-up & Testing	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,450.00	\$ -
19	Bldg. 4 - Material	\$4,080.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$4,080.00	\$ -
20	Bldg. 4 - Installation	\$5,340.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$5,340.00	\$ -
21	Bldg. 4 - Project Management	\$2,670.00	\$0.00	\$534.00	\$0.00	\$534.00	20.0%	\$2,136.00	\$ 53.40
22	Bldg. 4 - Programming	\$940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$940.00	\$ -
23	Bldg. 4 - Start-up & Testing	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$780.00	\$ -
		\$144,467.00	\$0.00	\$20,819.00	\$0.00	\$20,819.00	14.4%	\$123,648.00	\$2,081.90

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G703-1992

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #1 Add

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	PAGE
07/27/18	1
TIME	
08:38 AM	

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 Low Voltage Wire					1,500.00
3 SUBTOTAL					1,500.00
4					
5 MAJOR QUOTATIONS:					
6 EQUIPMENT:					
7					
8 USACD					24,521.00
9 32 Thermostats					
10 32 Locking Covers					
11 32 WIFI Modules					
12 27 Tstat Interfaces					
13 41 Transformers					
14 19 Sensors					
15					
16 HALDEMAN					2,940.00
17 14 VAV Boxes					
18 SUBTOTAL					27,461.00
19					
20 SALES TAX:					
21 Material Total	Line 3	1,500.00	%	9.50	142.50
22 Major Quotations	Line 18	27,461.00	%	7.75	2,128.23
23 SUBTOTAL					2,270.73
24					
25 DIRECT FIELD LABOR:					
Low Voltage Wire					
26 Foreman	Calc	120.00	*	118.91	14,269.20
28 Journeyman	Calc	120.00	*	98.14	11,776.80
29					
30 Install 32 Tstats					
31 Foreman	Calc	16.00	*	118.91	1,902.56
32 Journeyman	Calc	16.00	*	98.14	1,570.24
33					
34 Install 32 Locking					
35 Covers					
36 Foreman	Calc	16.00	*	118.91	1,902.56
37 Journeyman	Calc	16.00	*	98.14	1,570.24
38					
39 Install 19 Sensors					
40 Foreman	Calc	9.50	*	118.91	1,129.65
41 Journeyman	Calc	9.50	*	98.14	932.33
42					
43 Install VAV Panel					
44 Foreman	Calc	1.00	*	118.91	118.91
45 Journeyman	Calc	1.00	*	98.14	98.14
46					
47 Tstat Interfaces and					
48 Transformers for VRF					
49 Foreman	Calc	13.50	*	118.91	1,605.29
50 Journeyman	Calc	13.50	*	98.14	1,324.89
51 SUBTOTAL					38,200.81
52					
53 SPECIALIZED LABOR:					
54 Programming	Calc	80.00	*	118.91	9,512.80
55 Warranty					2,500.00
Commissioning	Calc	80.00	*	118.91	9,512.80
57 SUBTOTAL					21,525.60

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #1 Add

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	PAGE
07/27/18	2
TIME	
08.38 AM	

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
58					
59	DIRECT JOB EXPENSES:				
60	Supervision Hours	Calc	32.00 *	118.91	3,805.12
61	Cleanup	Calc	8.00 *	98.14	785.12
62	Freight Allowance	Calc	4.00 *	75.00	300.00
63	Material Handling	Calc	4.00 *	98.14	392.56
64	Owner Instruction	Calc	8.00 *	118.91	951.28
65	SUBTOTAL				6,234.08
66					
67	JOB SUBTOTAL				97,192.22
68					
69	OVERHEAD MARKUP:				
70	Flat Rate Markup	Line 67	97,192.22 %	15.00	14,578.83
71	Material	Line 3	1,500.00 %		
72	Major Quotations	Line 13	0.00 %		
73	Sales Tax	Line 23	2,270.73 %		
74	Direct Field Labor	Line 51	38,200.81 %		
75	Direct Shop Labor	Line 51	38,200.81 %		
76	Specialized Labor	Line 57	21,525.60 %		
77	Indirect Labor	Line 58	0.00 %		
78	Non-Productive Lbr	Line 58	0.00 %		
79	Direct Job Expenses	Line 65	6,234.08 %		
80	Sub Contracts	Line 65	6,234.08 %		
81	JOB TOTAL				111,771.05



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16900 Chestnut Street, City of Industry, CA 91748 - Ph: 8054022293, Fax: - E-mail: n.amin@us-ac.com

Date: 8/22/2017

Proposal Number:

Project Name: ELM STREET - TSTATS R-2

Contractor: SHELDON MECHANICAL

Attention: DILLON BOUTE

Tag	Qty	Model No.	Description
PACKAGE UNITS	5	T4900SCH	Venstar commercial tstat
PACKAGE UNITS	5	ACC0625	Explorer Thermostat Lock Ring
PACKAGE UNITS	5	ACCVWF1	WIFI Key for Explorer Thermostats
VRF UNITS	27	T4900SCH	Venstar commercial tstat
VRF UNITS	27	ACC0625	Explorer Thermostat Lock Ring
VRF UNITS	27	ACCVWF1	WIFI Key for Explorer Thermostats
	27	PAC-US444CN-1	Thermostat Interface. Allows third party thermostats to Control Mitsubishi Indoor Units
	27	T2404	transformers
	1	START-UP	

VAV SYSTEM

Tag	Qty	Model No.	Description
	1	PL-M2000-RTU	Prolon - Enhanced Unit Controller w/VFD Control
	14	PL-VC2000PI	Prolon - VAV Zone Controller w/Belimo Actuator Mounted

	14	PL-T1000-WWL	Prolon - Wall Sensor/Thermostat w/Configuration Menus
	2	PL-DS	Prolon - Duct Temperature Sensor
	1	PL-MLP-1.5-5	Prolon - Differential Pressure Sensor
	1	PL-OAS	Prolon - Outside Temperature Air Sensor
	1	DMUX-4J	ACI - PWM to 4 Relay Multiplexer (Jumpers) - Only required if the unit has more then two stages of cooling.
	1	A/CS	ACI - Current Sensor (Fan Proof)
	14	LE-117	ACI - Transformer (PV =120VAC, SV =24VAC, VA=50, 1 Hub, TC)

\$

24,521.00

Prices are valid for THIRTY (30) days from the date of the Proposal unless noted otherwise.

Sincerely,

Niraj Amin

Sales Engineer

US Airconditioning



2937 TANAGER AVE, COMMERCE, CA 90040; PHONE: (323) 726-7011; FAX: (323) 726-1644
5750 KEARNY VILLA ROAD, SAN DIEGO, CA 92123; PHONE: (858) 737-7960; FAX: (858) 737-6972

QUOTE NO: 41409-03 (Rev. 3/6/2017) JOB NAME: Elm Street Elementary School
 BID DATE: 11/22/2016 LOCATION: Oxnard
 PLAN DATE: 10/24/2014 PRICED BY: Obed Ceballos
 ADDENDUM:

TERMS: NET 10TH PROX. FREIGHT: PREPAID SALES TAX: EXCLUDED QUOTE VALID FOR: 30 DAYS



Krueger VAV Boxes

Qty	Product Description		
14	LMHS single duct terminal unit with Steril-liner, 2-row hot water coil, 120v/24v transformer, control enclosure, mounting of DDC controls (Controls furnished by others)		
		NET LOT PRICE (14) pcs	\$2,940.00

NOTE: PRICE BASED ON A ONE TIME ORDER RELEASE (NO MULTIPLE SHIPMENTS)

EXCLUSION: ALL OTHER ACCESSORIES NOT INDICATED ON THIS QUOTATION.
PRODUCTS MUST SHIP WITHIN 90 DAYS OF QUOTE DATE.

This quotation is conditioned upon your acceptance of Haldeman Inc.'s standard terms & conditions of sale, a copy of which is available upon request.

41409-03



ARCHITECTS

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MarArthur Place,
Suite 850 Santa Ana,
California 92707 T
949.809.3380

info@sva-
architects.com
www.sva-
architects.com

**Elm Street Elementary
School Bulletin # 11
Narrative**

Revision:

8/21/2017

Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 EMS System.

- Eliminate EMS System and replace it with individual thermostatically controlled zones and classrooms using the Owner Approved Programmable Venstar Model T2400SCH Thermostats, and Boys and Girls Rooms to be also controlled with this same type thermostat. Lighting controls to be by own stand-alone system.

Drawings

Sheet M-506 – Mechanical Control Details Plan

Distribut

ion:

District

Contract

or IOR



PROLON

ZONING SYSTEM

The VC2000, the next step in ProLon zoning !

VC2000



Discover the next generation ProLon controller for VAV zoning systems, the ProLon **VC2000**.

This new controller, sporting a unique and modern look, redefines the industry standard with its simple and intuitive design and formidable Belimo® Halomo® actuator technology.

Assembled into an elegant yet rugged ABS plastic casing, you will be amazed by the **VC2000**'s compact design; it can be installed on virtually any type of damper box in either existing or brand new systems.

Staying true to ProLon tradition, the **VC2000** controller is entirely configurable. It offers flexibility, performance and ease of use with numerous adjustable parameters, all accessible through ProLon's free Focus software or from the ProLon digital sensor.

This customization of the **VC2000**'s parameters allows you to indulge in a huge number of operational sequences and control strategies. Even a beginner can set up a **VC2000** to obtain the type of performance you would expect from a large automated system, but at a fraction of the cost!

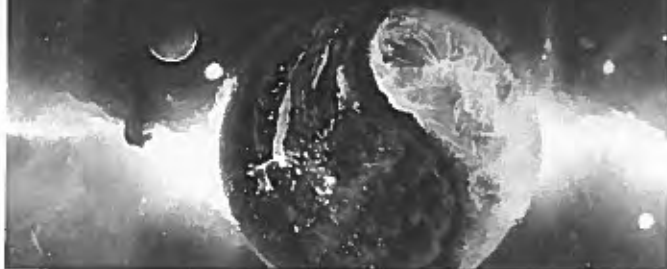
Reliable, effective and easy-to-use, the ProLon **VC2000** zoning controller is THE new generation of VAV controllers!

PROLON

HQ 450-973-5100 | Toll Free 1-877-977-6566

17510 rue Charles, Suite 1000, Mirabel, QC, J7J 1X9

info@proloncontrols.com | www.proloncontrols.com



Characteristics of the new VC2000

- Elegant casing with a unique and modern design, 50% smaller than the previous model.
- Belimo® Halomo® actuator with improved torque (45 in-lbs).
- New flow sensor for high performance pressure-independent sequences.
- Quick and easy wiring thanks to clearly identified, removable terminal blocks.
- Convenient network address allocation from a simple press of a button.
- Two entirely configurable outputs (1 digital output, 1 analog output).
- Redesigned label for improved LED readout and wiring setup, organized into logical groups.
- Multi-color indicator lights, bright and easy to read for a quick interpretation of the controller status!
- Precise control ensured by a configurable PI loop (proportional/integral).
- Rugged design with inputs and outputs protected by thermal fuses (PTC).
- The smaller size and increased power of the new **VC2000** allows the controller to be used on a wider range of damper boxes, from existing systems to brand new ones.
- ProLon's Flexi-zone system facilitates management of the central unit using a variety of different control strategies, such as the weighted average, group voting, or highest demand in cooling or heating.
- Works stand-alone or networked, with automatic data exchange to the ProLon master controllers.
- Many advanced control sequences available, such as radiant floor, duct heating, pressure independent air flow, etc.
- All **VC2000** configuration parameters are adjustable using the ProLon Focus software. This free software allows for direct local connection or remote access via the Internet.
- Many electronic sensor models are available: Electronic sensor / interface with digital display (T1000), Electronic sensor with digital display (T500), Electronic sensor with setpoint (T200).

VC2000 Specifications

Supply	24 VAC ± 10% 50/60 Hz, Class 2
Addressing	Automatic addressing via service pin
Casing	Molded ABS casing, UL94-HB
Velocity Sensor	0-3500 fpm (optional)
Electrical consumption	3 VA (typ), 5 VA (max)
Inputs	One general purpose analog input (3 signal types: 0-5V, 4-20mA and thermistor) and an RS485 communication port for digital sensor.
Environment	0-50°C, 32-122°F
Relative Humidity	20% - 90%
Microprocessor	PIC18F6722, 8 bits, 40 Mhz, 128KB with Flash memory
Standards	UL916 Energy management equipment (US & CDN) FCC part 15: 2012 class B (Measurement of conducted and radiated emissions) RoHS
Removable	Screw-type terminal blocks (16 AWG max)
RS485 Network Communication	Port (Modbus RTU or BACnet MS/TP) up to 127 controllers and 1 RS485 port for a digital sensor.
Actuator	Belimo® Actuator with Halomo® technology 45 in-lbs
Analog Output	1 output 0-10VDC, 40 mA max, with resettable fuse, modulating, ON/OFF, or pulsed, heating or cooling.
Digital Output	1 triac 10-30 VAC dry contact, 750 mA max (resettable fuse), ON/OFF or pulsed, heating or cooling
Size	5" X 5" X 3"
Indication lights	5 LED colors total state of each output, communications, power, status of microprocessor.
Compatible sensors	T1000: Electronic sensor / interface with digital display T500: Electronic sensor with digital display T200: Electronic sensor with setpoint
Baud rates	9600, 19200, 38400, 57600, 76800, 115200

The new T500 sensor, digital technology at the price of analog! A modern look with full digital display but with ease of use of a regular analog thermostat.

Discover the best of both worlds, assembled into a single product.





26015 Avenue Hall
Santa Clarita, CA 91355
Phone: 661.286.1361
Fax: 661.287.9086

Request For Information

RFI NO: 14

DATE: 11/15/2017

TO: Bernards

ATTN: Jaime Pace

JOB: Elm Street Elementary [4306]

A/E:

SUBJECT: VVT System

REF:

INFORMATION REQUESTED:

1. With the elimination of the Controls System, the VAV System for the Admin Building is not compatible with the Venstar Thermostats. Please confirm a VVT System with Bypass Damper is acceptable to make the Venstar Thermostats compatible.
2. Please provide size of ductwork for Bypass.

Suggestion

REPLY REQUIRED: Yes

COST IMPACT: POSSIBLE

SCHEDULE IMPACT: YES

FURTHER ACTION:

STATUS:

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Journeyman
 Project: _____
 Rate Effective Through: December 31, 2018 Union: Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 44.28	\$ 66.42	\$ 88.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
Hourly Payroll Tax & Insurance Subtotal	\$ 9.89	\$ 14.83	\$ 19.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	\$ 15.18	\$ 17.17	\$ 19.17
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.98	\$ 127.05	\$ 156.13
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.27
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 127.27	\$ 156.40

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Foreman
 Project: _____
 Rate Effective Through: December 31, 2018 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	<u>\$ 50.48</u>	<u>\$ 75.72</u>	<u>\$ 100.96</u>
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	<u>\$ 11.27</u>	<u>\$ 16.91</u>	<u>\$ 22.54</u>
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	<u>\$ 28.63</u>	<u>\$ 28.63</u>	<u>\$ 28.63</u>
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	<u>\$ 28.32</u>	<u>\$ 30.59</u>	<u>\$ 32.87</u>
Total Hourly Labor Cost Rate (A+B+C+D)	<u><u>\$ 118.70</u></u>	<u><u>\$ 151.85</u></u>	<u><u>\$ 185.00</u></u>
General Liability Insurance	<u>\$ 0.20</u>	<u>\$ 0.26</u>	<u>\$ 0.31</u>
Total Hourly Labor Cost Rate + G.L. Insurance	<u><u>\$ 118.91</u></u>	<u><u>\$ 152.11</u></u>	<u><u>\$ 185.31</u></u>



CHANGE ORDER REQUEST

COR No. 326 R0

Date: 8/13/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

VRF Mixing Boxes

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Deductive change order to eliminate 24 Provent Mixing Boxes and substitute 25 lined sheet metal plenums.	Sheldon Mechanical Corp	-270
Reason: Requested By SVA Architects		
Requested By: SVA Architects		
Ref: RFI 202R1		
		Subtotal: -270
Contractual Costs		
Overhead 15%		-41
		Subtotal: -41
Total Change Order Request Amount:		-311

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



SHELDON MECHANICAL CORPORATION

February 1, 2018

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: Elm Street Elementary School
SMC COR #8 RFI #202 R1 VRF Mixing Boxes

Dear Jaime,

Attached is our itemized credit for (24) Provent Mixing Boxes – (1) Provent Mixing Box was already shipped to jobsite for the Mockup Room. Our itemized add cost is to furnish (25) Lined Sheet Metal Plenums per RFI #202 R1.

Credit for SMC COR #8 is \$270.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #8 Credit

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	PAGE
02/01/18	1
TIME	
01:23 PM	

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
1 MAJOR QUOTATIONS:					
2 EQUIPMENT:					
3					
4 USACD					-13,450.00
5 24 Mixing Boxes					
6 SUBTOTAL					-13,450.00
7					
8 SALES TAX:					
9 Major Quotations	Line 6	-13,450.00	%	7.75	-1,042.38
10 SUBTOTAL					-1,042.38
11					
12 JOB SUBTOTAL					-14,492.38
13					
14 OVERHEAD MARKUP:					
15 Material	Shp Tot	138.59	%		
16 Major Quotations	Line 5	0.00	%		
17 Sales Tax	Line 10	-1,042.38	%		
18 Direct Field Labor	Line 11	0.00	%		
19 Direct Shop Labor	Line 11	0.00	%		
20 Specialized Labor	Line 11	0.00	%		
21 Indirect Labor	Line 11	0.00	%		
22 Non-Productive Lbr.	Line 11	0.00	%		
23 Direct Job Expenses	Line 11	0.00	%		
24 Sub Contracts	Line 11	0.00	%		
25 JOB TOTAL					-14,492.38



The world's largest privately owned HVAC distributor



It's time to get comfortable.

16900 Chestnut Street, City of Industry, CA 91748 - Ph: 8054022293, Fax: - E-mail: n.amin@us-ac.com

Date: 10/20/2017

Proposal Number:DL-032416-1

Project Name: Elm Street Elementary School - FINAL R-1

Contractor: SHELDON MECHANICAL

Attention: DILLON

Tag	Qty	Model No.	Description
FCU-1- 101,1- 102,1- 106,1- 107,1- 108,1- 109	5	MBPVFYPNAMU4854	Provent mixing boxes
FCU-1- 118,1- 119,1- 120,1- 121	4	MBPVFYPNAMU4854	Provent mixing boxes
FCU-1- 201,1- 202,1- 206,1- 207,1- 208,1- 209	6	MBPVFYPNAMU4854	Provent mixing boxes
FCU-1- 211,1- 213,1- 214,1- 215,1- 216	5	MBPVFYPNAMU4854	Provent mixing boxes

FCU-4- 101,4- 102,4- 103,4- 104	4	MBPVFYPNAMU4854	Provent mixing boxes
---	---	-----------------	----------------------

\$13,450.00

Sales and excise taxes are not included

Not Included:

No platforms, roof curbs, vibration isolation, economizers, power exhausts, manual outside air dampers, filter racks, extra filters, hanging kits, disconnects, smoke detectors, thermostats, coil coatings, copper coils, startup or supervision, rigging or handling, storage, or any other accessories, components, or controls not listed above. All accessories are field installed unless otherwise noted.

Prices are valid for THIRTY (30) days from the date of the Proposal unless noted otherwise.

Sincerely,

Niraj Amin

Sales Engineer

US Airconditioning

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #8 Add

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	PAGE
02/01/18	1
TIME	
01:30 PM	

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI					11,020.00
3 SUBTOTAL					<u>11,020.00</u>
4					
5 SALES TAX:					
6 Material Total	Line 3	11,020.00	%	9.50	1,046.90
7 SUBTOTAL					<u>1,046.90</u>
8					
9 DIRECT JOB EXPENSES:					
10 Freight Allowance	Calc	4.00	*	75.00	300.00
11 SUBTOTAL					<u>300.00</u>
12					
13 JOB SUBTOTAL					<u>12,366.90</u>
14					
15 OVERHEAD MARKUP:					
16 Flat Rate Markup	Line 13	12,366.90	%	15.00	1,855.04
17 Material	Line 3	11,020.00	%		
18 Major Quotations	Line 4	0.00	%		
19 Sales Tax	Line 7	1,046.90	%		
20 Direct Field Labor	Line 7	1,046.90	%		
21 Direct Shop Labor	Line 7	1,046.90	%		
22 Specialized Labor	Line 7	1,046.90	%		
23 Indirect Labor	Line 7	1,046.90	%		
24 Non-Productive Lbr.	Line 7	1,046.90	%		
25 Direct Job Expenses	Line 7	1,046.90	%		
26 Sub Contracts	Line 7	1,046.90	%		
27 JOB TOTAL					<u>14,221.94</u>



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 202R1

Project: Elm Elementary School Reconstruction Project

Date: 01-26-18

Discipline: Mechanical

Subject: VRF Mixing Boxes

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per Bulletin #11 the EMS System has been eliminated. The Mixing Boxes for the VRF System are no longer required or compatible with a Standalone System as there are no Controls to operate the power actuated dampers.

SUGGESTION

Sheldon Mechanical proposes to furnish and install a sheet metal plenum in lieu of the Provent Mixing Boxes with a manual outside air damper that will be Air Balanced.

ANSWER

Proposed sheet metal plenum in lieu of manufactured mixing box is acceptable. Submit shop drawing of plan and section for review. Set the outside air damper to minimum 450 cfm.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	1/26/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number: 8
Submitted By: Alex Rivera - Bernards



26015 Avenue Hall
Santa Clarita, CA 91355
Phone: 661.286.1361
Fax: 661.287.9086

Request For Information

RFI NO: 8 **DATE:** 10/19/2017

TO: Bernards **ATTN:** Jaime Pace

JOB: Elm Street Elementary [4306] **A/E:**

SUBJECT: VRF Mixing Boxes **REF:**

INFORMATION REQUESTED:

Per Bulletin #11 the EMS System has been eliminated. The Mixing Boxes for the VRF System are no longer required or compatible with a Standalone System as there are no Controls to operate the power actuated dampers.

Suggestion

Sheldon Mechanical proposes to furnish and install a sheet metal plenum in lieu of the Provent Mixing Boxes with a manual outside air damper that will be Air Balanced.

REPLY REQUIRED: Yes **COST IMPACT:** POSSIBLE **SCHEDULE IMPACT:** POSSIBLE

FURTHER ACTION: **STATUS:**

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Journeyman
 Project: _____
 Rate Effective Thru December 31, 2018 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	<u>\$ 44.28</u>	<u>\$ 66.42</u>	<u>\$ 88.56</u>
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
Hourly Payroll Tax & Insurance Subtotal	<u>\$ 9.89</u>	<u>\$ 14.83</u>	<u>\$ 19.78</u>
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	<u>\$ 28.63</u>	<u>\$ 28.63</u>	<u>\$ 28.63</u>
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	<u>\$ 15.18</u>	<u>\$ 17.17</u>	<u>\$ 19.17</u>
Total Hourly Labor Cost Rate (A+B+C+D)	<u>\$ 97.98</u>	<u>\$ 127.05</u>	<u>\$ 156.13</u>
General Liability Insurance	<u>\$ 0.17</u>	<u>\$ 0.22</u>	<u>\$ 0.27</u>
Total Hourly Labor Cost Rate + G.L. Insurance	<u>\$ 98.14</u>	<u>\$ 127.27</u>	<u>\$ 156.40</u>

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Foreman
 Project: _____
 Rate Effective Through: December 31, 2018 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 50.48	\$ 75.72	\$ 100.96
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	\$ 11.27	\$ 16.91	\$ 22.54
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	\$ 28.32	\$ 30.59	\$ 32.87
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.70	\$ 151.85	\$ 185.00
General Liability Insurance	\$ 0.20	\$ 0.26	\$ 0.31
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.91	\$ 152.11	\$ 185.31



CHANGE ORDER REQUEST

COR No. 331 R0

Date: 9/24/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Pacific Credit For Hard Lids Bulletin 29

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete drywall ceilings at Prep, Unisex, Locker Alcove, and Dry Storage	Pacific Interiors Enterprise	-2,067
Reason: Ceilings were changed from drywall hard lids to washable ceiling tiles due to conflicts with above ceiling MEPs and ceiling joists.		
Requested By: SVA Architects		
Ref: Bulletin 29		
		Subtotal: -2,067
Contractual Costs		
Overhead 15%		-310
		Subtotal: -310
Total Change Order Request Amount:		-2,377

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CHANGE ORDER

CONTRACTOR	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
SUBCONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: ELMESR-022	CHANGE ORDER #:	25
Elm Elementary School	CHANGE ORDER DATE:	08/24/2018
450 E. Elm St	PROJECT #s:	Bernards
Oxnard, CA 93033	DATE OF CONTRACT:	10/27/2017
TO: Pacific Interiors Enterprises	FOR: Gypsum Board	
2300 Knoll Dr Suite C Ventura, CA 93003		
License No. 711333		

The Contract is changed as follows:

Bulletin #29 - MPR delete drywall ceiling at Prep, Unisex, Locker Alcove, Dry Storage

The original Contract Sum was	\$780,580.00
The net change by previously authorized Change Orders is	\$184,396.00
The Contract Sum prior to this Change Order was	\$964,976.00
The Contract Sum will be decreased by this Change Order in the amount of	(\$2,067.00)
The new Contract Sum including this Change Order will be	\$962,909.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

_____ ARCHITECT	Pacific Interiors Enterprises _____ SUBCONTRACTOR	Bernards _____ CONTRACTOR
_____ ADDRESS	2300 Knoll Dr Suite C Ventura, CA 93003 _____ ADDRESS	555 First St _____ ADDRESS
_____ BY (Signature)	License No. 711333 _____ BY (Signature)	San Fernando, CA 91340 _____ BY (Signature)
_____ (Typed Name)	_____ (Typed Name)	Accounting _____ (Typed Name)
DATE _____	DATE _____	DATE _____



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 29 Narrative**

Revision:

08/13/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Architectural and Landscape Sheets

1. A2-11.3 – MPR - Building 2 – Reflected Ceiling Plan
 - a. Revised Kitchen Ceiling from hard lid to suspended washable acoustical tile ceiling
2. A2-53.1 – MPR – Building 2 - Finish Schedule
 - a. Revised kitchen ceiling finish from hard lid to suspended washable tile ceiling
 - b. Updated Restroom and Janitor room floor finishes per Health Dept. Plans
3. E-0.5 – Lighting Fixture Schedule
 - a. Revised fixture types
4. E2-2.1L – Multipurpose Lighting Plan
 - a. Revised lighting plan
5. E2-2.1LC – Multipurpose Lighting Calc Normal
 - a. Revised lighting calc for the Kitchen
6. E2-2.1LCE – Multipurpose Lighting Calc Egress
 - a. Revised lighting calcs for the Kitchen
7. E2-5.1 – Multipurpose Panel Schedule
 - a. Revised panel schedule

Drawings

A2-11.3 – MPR – Building 2 – Reflected Ceiling Plan
A2-53.1 – MPR – Building 2 – Finish Schedule
E-0.5 – Lighting Fixture Schedule
E2-2.1L – Multipurpose Lighting Plan
E2-2.1LC – Multipurpose Lighting Calc
E2-2.1LCE – Multipurpose Lighting Calc Egress
E2-5.1 – Multipurpose Panel Schedule

Distribution:

District
Contractor
IOR

FINISH SCHEDULE								
NUMBER	NAME	FLOOR	BASE	WALL		CEILING		COMMENTS
				MATERIAL	FINISH	MATERIAL	FINISH	
2-101	MULTIPURPOSE ROOM	RTF	RB	IRGB / TP	P-E	TP	-	
2-102	ELECTRICAL ROOM	VCT	RB	GB	P-E	GB	P-E	
2-103	CHAIR & TABLE STORAGE	VCT	RB	GB	P-E	GB	P-E	
2-104	CONTROL ROOM	VCT	RB	GB	P-E	GB	P-E	
2-105	PRESENTATION/SERVING AREA	RTF	RB	IRGB	P-E	TP	P-E	
2-106	COOKING	QT	QT	FRP	-	ACT-3	-	
2-107	PREP	QT	QT	FRP	-	ACT-3	-	
2-108	WAREWASH	QT	QT	FRP	-	ACT-3	-	
2-109	WALK-IN FRIDGE	CONC	SS	SS	-	SS	-	
2-110	WALK-IN FREEZER	CONC	SS	SS	-	SS	-	
2-111	DRY STORAGE	QT	QT	GB	P-SG	ACT-3	-	
2-112	WORK STATION	QT	QT	GB	P-SG	ACT-3	-	
2-113	LOCKER ALCOVE	QT	QT	GB	P-SG	ACT-3	-	
2-114	UNISEX RR	CT	CT	TB	CT	ACT-3	-	
2-115	JANITOR	CT	CT	GB	P-SG	EXP	-	

FLOOR MATERIAL
 CONC CONCRETE
 CT CERAMIC TILE
 QT QUARRY TILE
 SC STAINED CONCRETE
 VCT VINYL COMPOSITION TILE
 RTF RESILIENT TILE FLOORING

FLOOR FINISHES
 SL SEALED
 SR SLIP RESISTANT

WALL BASE MATERIAL
 CT CERAMIC TILE
 RB 4" HIGH RUBBER BASE

WALL MATERIAL
 GB 5/8" TYPE "X" GYPSUM BOARD
 MGB 5/8" TYPE "X" MOLD RESISTANT GYPSUM BOARD
 IRGB 5/8" IMPACT RESISTANT GYPSUM BOARD
 TB 5/8" PAPERLESS GYPSUM BOARD TILE BACKER
 TP TECTUM PANELS
 FRP FIBERGLASS REINFORCED PANELS
 SS PREFABRICATED STAINLESS STEEL

WALL FINISHES
 P-S PAINT SATIN
 P-E PAINT EGG SHELL
 P-SG PAINT SEMI-GLOSS
 P-G PAINT GLOSS
 P-SGE PAINT SEMI-GLOSS ENAMEL
 MF MANUFACTURER'S FACTORY FINISH
 TS TAPE & SEAL
 TWS TACKLE WALL SURFACE (SEE INT. ELEVATIONS FOR LAYOUT)

CEILING MATERIAL
 ACT1 IMPACT-RESISTANT ACOUSTICAL CEILING TILE - TYPE 1 (24" X 48")
 ACT2 IMPACT-RESISTANT ACOUSTICAL CEILING TILE - TYPE 2 (24" X 24")
 EXP EXPOSED STRUCTURE (SEE GENERAL NOTE #1)
 GB GYPSUM BOARD
 TP TECTUM PANELS
 SS PREFABRICATED STAINLESS STEEL
 ACT3 WASHABLE ACOUSTICAL CEILING TILE - TYPE 1 (24" X 48")

CEILING FINISHES
 P-S PAINT SATIN
 P-E PAINT EGG SHELL
 P-SG PAINT SEMI-GLOSS
 P-G PAINT GLOSS
 MF MANUFACTURER'S FACTORY FINISH

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC _____ FLS _____ SS _____
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INTERIOR FINISH LEGEND

1. SEE REFLECTED CEILING PLAN FOR MORE INFORMATION AND LAYOUT DETAILS ON GYPSUM BOARD AND ACT CEILING MATERIAL.

REVISIONS:

NO.	DESCRIPTION	DATE
29	BULLETIN #29	8/13/18

DATE ISSUED: APR. 08, 2016

PROJECT NO: 1340159-Bldg 2

SCALE:

SHEET NUMBER: **A2-53.1**

SHEET TITLE:

MPR - BUILDING 2 - FINISH SCHEDULE

COMMENT LEGEND

1. AT ALL ROOMS WITH EXPOSED STRUCTURE INDICATED FOR CEILINGS AND PAINT INDICATED AS FINISH, PAINTING SHALL INCLUDE ALL EXPOSED DUCTWORK, CONDUITS, STRUCTURE AND OTHER ELEMENTS VISIBLE WITHIN ROOM.
2. INTERIOR WALL AND CEILING FINISH MATERIALS SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E84 OR UL 723.

GENERAL NOTES



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OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
 TEL: (323) 933-5252 FAX: (323) 933-5589

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REVISIONS:

NO.	DESCRIPTION	DATE
29	Bulletin #29	08/09/2018

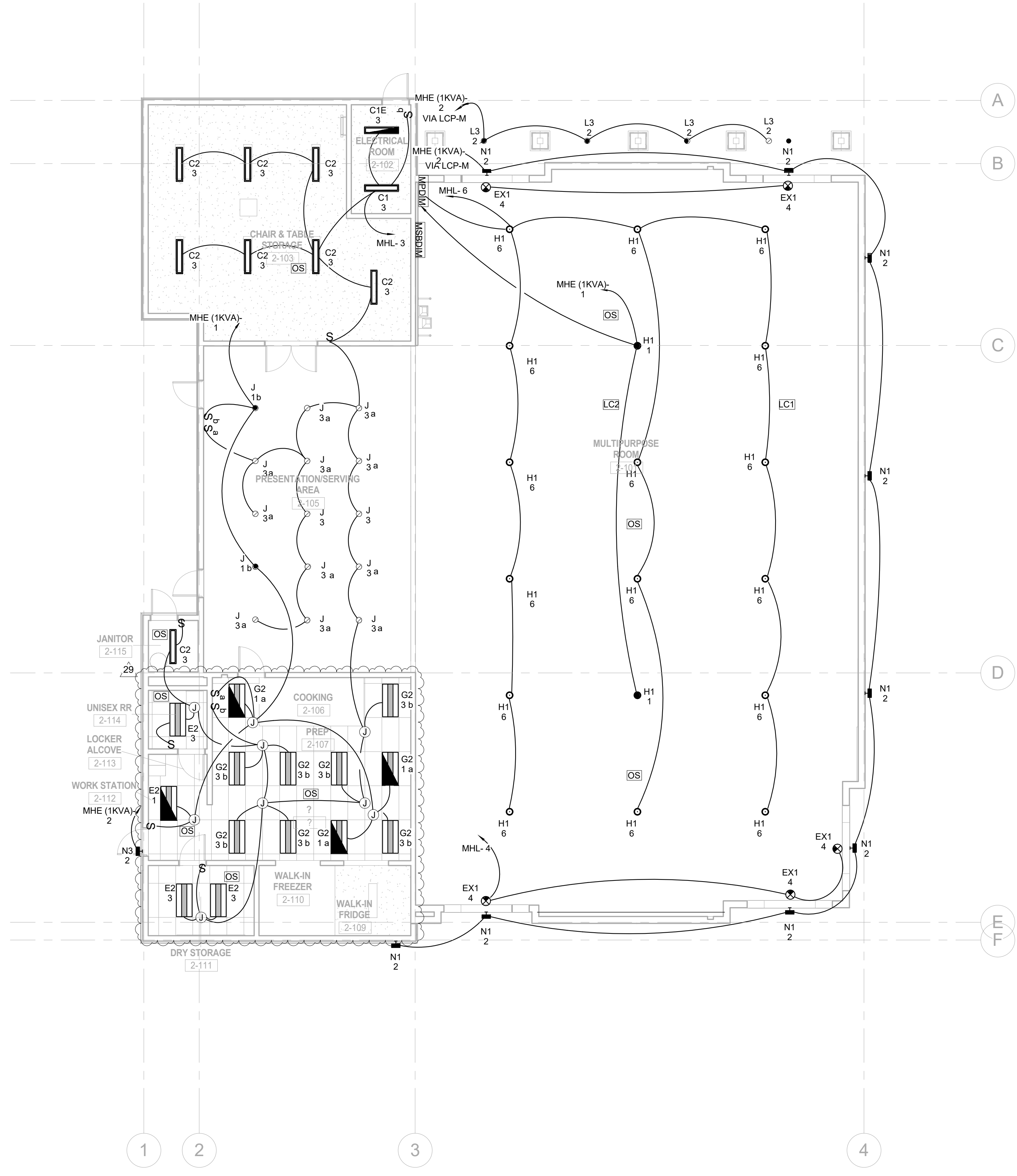
DATE ISSUED: Mar. 06, 2015
 PROJECT NO: 1340159
 SCALE: 1/8" = 1'-0"

E2-2.1L
 SHEET NUMBER:
 SHEET TITLE:

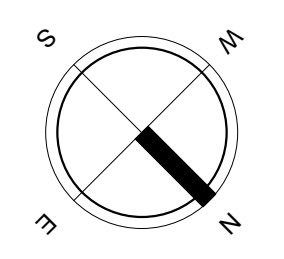
MULTI-PURPOSE LIGHTING PLAN

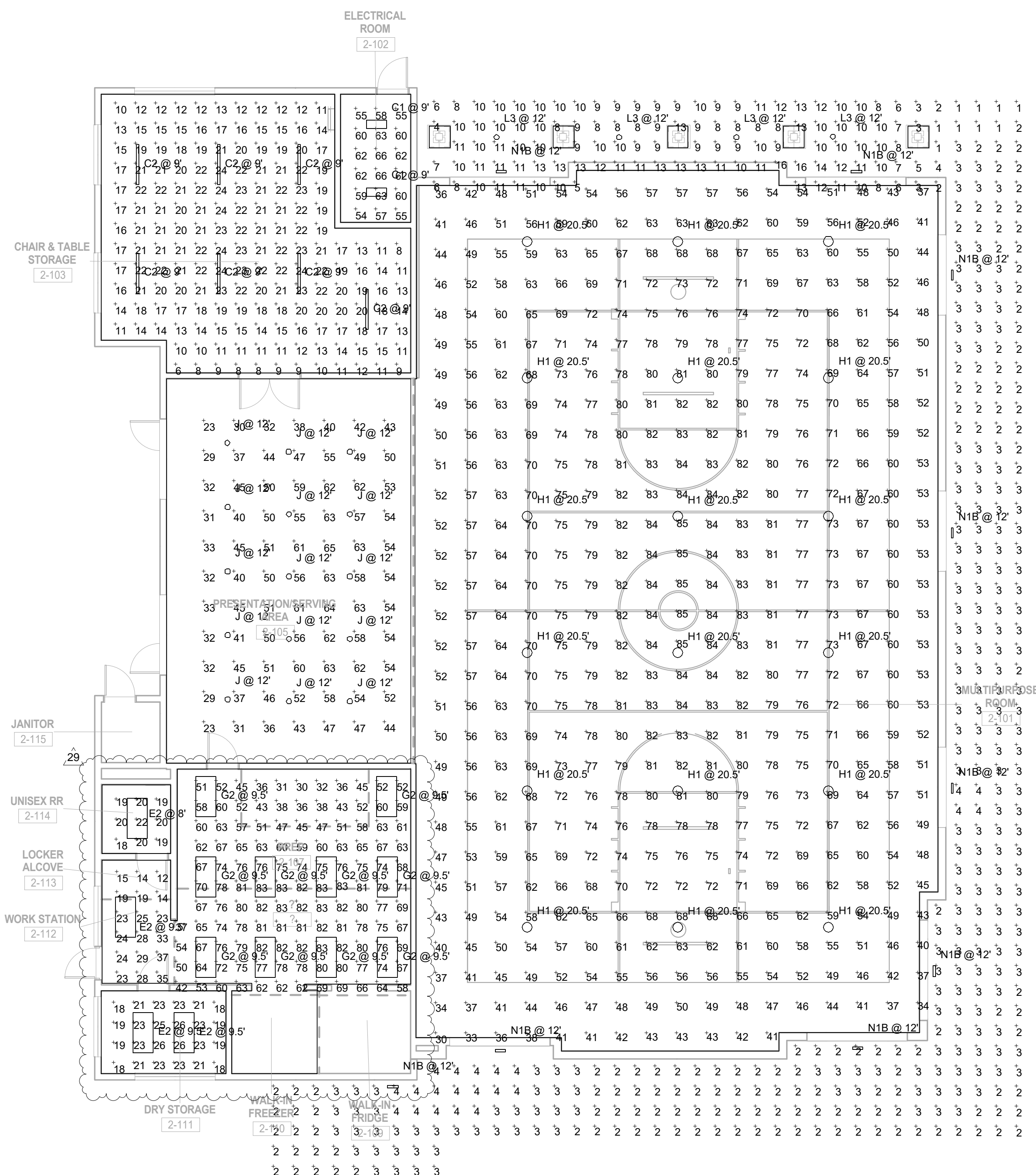


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1 LIGHTING PLAN
 1/8" = 1'-0"





1 LIGHTING CALC NORMAL
1/8" = 1'-0"

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
C2		7	Lithonia Lighting	ZL1N L48 3000LM FST MVOLT 40K 80 CRI	ZL1N 48" 3,000 Lumens Frosted Diffuse MVOLT 4,000 K 80CRI	LED	1	C2_ZL1N_L48_3000LM_FST_MVOLT_40K_80_CRI.ies	3275	0.9	25.15
E1		0	Kenall Manufacturing	Millenium Stretch 8"	MLHAB-48-R-MV-PP-1-48L40K-DV	LED-QTY: 144, Nichia 757D, 4000K, 80 CRI	144	E1_MLHAB-48-F-MV-CP-1-48L40K-DCC-1-DV.ies	39	0.85	50.026
E2		4	Lithonia Lighting	2WRTL XX L48 3000LM XX AFL XX 40K 80CRI	2WRTL L48 3000LM AFL 40K 80CRI	4000K 80CRI	1	2WRTL_XX_L48_3000LM_XX_AFL_XX_40K_80CRI.ies	2727	0.9	21.48
G		0	KENALL	CSEDO-14-48L40K-DCC-DV-4F-4H-SYM	CSEDO-14 Series	KENALL	144	G_CSEDO-14-48L40K-DCC-DV-2F-2H-SYM.ies	36	0.9	49
G1		0	KENALL	CSEDO-14-67L40K-DCC-DV-4F-4H-SYM	CSEDO-14 Series	KENALL	288	G1_CSEDO-14-67L40K-DCC-DV-2F-2H-SYM.ies	28	0.9	72
G2		10	Lithonia Lighting	2WRTL XX L48 5000LM XX AFL XX 40K 80CRI	2WRTL L48 5000LM AFL 40K 80CRI	4000K 80CRI	1	2WRTL_XX_L48_5000LM_XX_AFL_XX_40K_80CRI.ies	4809	0.9	38.72
H1		18	SPECGRADELED	HBF-150-4000K-120	HBF SERIES LED HIGH BAY	LED	1	H1_HBF-150-4000K-120-Clear.ies	21599	0.9	199.4
J		15	Lithonia Lighting	LDN6 4020 LOGAR LD	6IN LDN6 4000K 2000LM 80CRI CLEAR, MATTE DIFFUSE REFLECTOR	LED	1	J_LDN6_40_20_LOGAR_LD.ies	1763	0.9	22.61
L3		4	Goham Architectural Lighting	EVO CYL 40/15 6AR WD LS	4000K 1500LM CRI90, 6IN CLEAR, WIDE DIST, SPECULAR	LED	1	L3_EVO_CYL_40_15_6AR_WD_LS.ies	1679	0.9	18.5

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
2-101	+	65 fc	85 fc	30 fc	2.8:1	2.2:1
2-102	+	80 fc	66 fc	54 fc	1.2:1	1.1:1
2-103	+	17 fc	24 fc	16 fc	4.6:1	2.8:1
2-106@WP	+	48 fc	85 fc	23 fc	2.8:1	2.1:1
2-106@WP	+	66 fc	83 fc	30 fc	2.8:1	2.2:1
2-111	+	22 fc	26 fc	18 fc	1.4:1	1.2:1
2-113	+	24 fc	37 fc	12 fc	3.1:1	2.0:1
2-114	+	20 fc	22 fc	18 fc	1.2:1	1.1:1
Outdoor	+	4 fc	16 fc	11 fc	16.0:1	4.0:1

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
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TEL: (323) 933-5252 FAX: (323) 933-5589

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NO	DESCRIPTION	DATE
10	CCD # 10	09/21/2017
29	Bulletin #29	08/09/2018

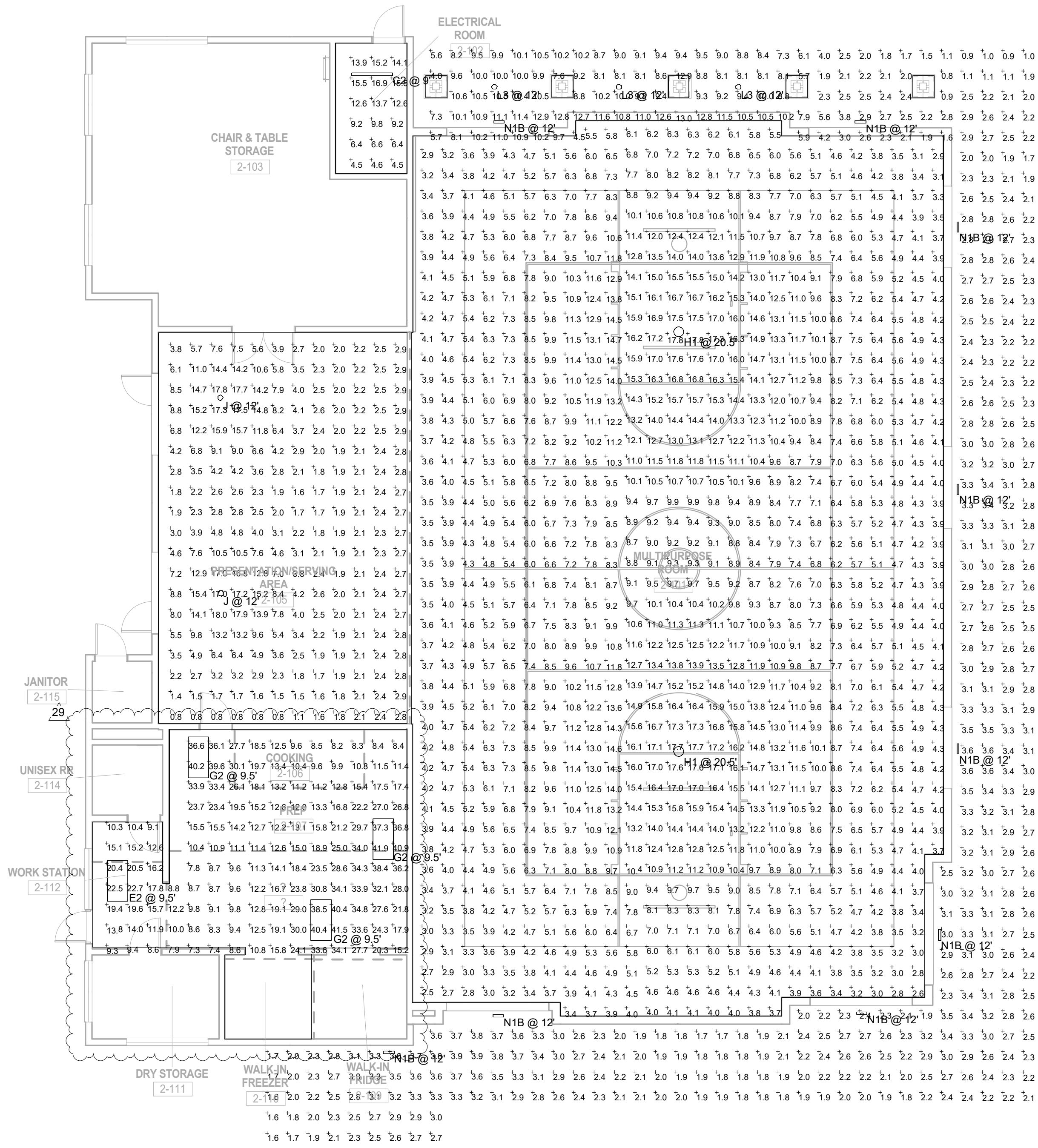
DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE: 1/8" = 1'-0"

E2-2.1LC
SHEET NUMBER:
SHEET TITLE:

MULTI-PURPOSE LIGHTING CALC NORMAL



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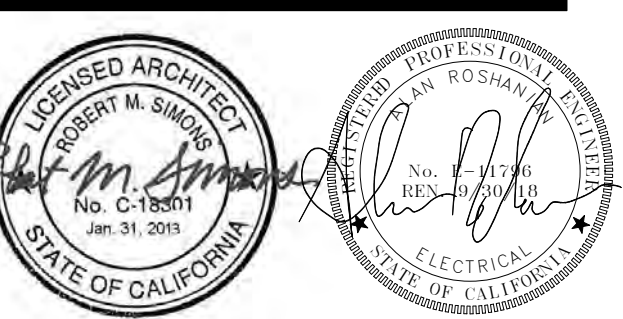


1 LIGHTING CALC EGRESS
1/8" = 1'-0"

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
C2		1	Lithonia Lighting	ZL1N L48 3000LM FST MVOLT 40K 80CRI	ZL1N 48" 3000 Lumens Frosted Diffuser MVOLT 4.000 W 80CRI	LED	1	C2_ZL1N_L48_3000LM_FST_MVOLT_40K_80_CRI.ies	3275	0.9	25.15
E2		1	Lithonia Lighting	2WRTL XX L48 3000LM XX AFL XX 40K 80CRI	2WRTL L48 3000LM AFL 40K 80CRI	4000K 80CRI	1	2WRTL_XX_L48_3000LM_XX_AFL_XX_40K_80CRI.ies	2727	0.9	21.48
G2		3	Lithonia Lighting	2WRTL XX L48 5000LM XX AFL XX 40K 80CRI	2WRTL L48 5000LM AFL 40K 80CRI FPA	4000K 80CRI	1	2WRTL_XX_L48_5000LM_XX_AFL_XX_40K_80CRI.ies	4809	0.9	38.72
H1		2	SPEC GRADELED	HBF-150-4000K-120	HBF SERIES LED HIGH BAY	LED	1	H1_HBF-150-4000K-120-Clear.ies	21559	0.9	159.4
J		2	Lithonia Lighting	LDN6 4020 LOGAR LD	6IN LDN1 4000K 2000LM 80CRI CLEAR MATTE DIFFUSE REFLECTOR	LED	1	J_LDN6_40_20_LOGAR_LD.ies	1763	0.9	22.61
L3		3	Gotham Architectural Lighting	EVO CYL 4015 GAR WD LS	4000K 1500LM CR180 6IN CLEAR WIDE DIST SPECULAR	LED	1	L3_EVO_CYL_40_15_GAR_WD_LS.ies	1679	0.9	18.5

Description	Symbol	Avg	Max	Min	MaxMin	AvgMin
2-101	+	7.9 fc	17.8 fc	2.5 fc	7.1:1	3.2:1
2-102	+	10.6 fc	16.9 fc	4.5 fc	3.8:1	2.4:1
2-109	+	4.9 fc	18.0 fc	0.8 fc	22.5:1	6.1:1
2-108	+	19.1 fc	41.9 fc	7.3 fc	5.7:1	2.6:1
Outdoor	+	3.7 fc	13.0 fc	0.8 fc	16.3:1	4.6:1

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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REVISIONS:	DESCRIPTION	DATE
10	CCD # 10	09/21/2017
29	Bulletin #29	08/09/2018

DATE ISSUED: Mar. 06, 2015

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

E2-2.1LCE

SHEET NUMBER:

SHEET TITLE:

MULTI-PURPOSE LIGHTING CALC EGRESS



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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CHANGE ORDER REQUEST

COR No. 534 R0

Date: 2/8/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 29 & 30

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete ceiling framing in Kitchen and Presentation Room in MPR Building.	Abdellatif Enterprises Inc	-11,116
Reason: Ceilings were deleted in Bulletins 29 and 30		
Requested By: SVA Architects		
Ref: Bulletins 29 and 30		
		Subtotal: -11,116
Contractual Costs		
Overhead 15%		-1,667
		Subtotal: -1,667
Total Change Order Request Amount:		-12,783

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

96

DATE: January 23, 2019

PROJECT: Elm Street Elementary School

Bulletin 29+30- Delete hardlid ceilings at MPR

Description	Qty	Unit	Unit Price	Extension
2x14x24- Credit	80		\$ 90.72	\$ (7,257.60)
Material Subtotal				\$ (7,257.60)
Material Sales Tax			7.75%	\$ (562.46)
CA Additional Lumber Assessment			1.00%	\$ (72.58)
Freight				
Material Total				\$ (7,289.64)
Equipment				
Labor - Credit	32	hour	\$ 74.26	\$ (2,376.32)
Subtotal				\$ (9,665.96)
Profit & Overhead			15%	\$ (1,449.89)
Change Order Total				\$ (11,115.85)



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	Local Union No.: <u>409</u>
Telephone: <u>(949) 215-4790</u>	Classification: <u>Journeyman</u>
	Effective Date: <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
BASE CHARGES PER HOUR:		\$74.26	\$98.57	\$24.31	\$122.88	\$48.62
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$74.26	\$98.57	\$24.31	\$122.88	\$48.62



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26072 Merit Circle, Suite 103</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Foreman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$45.41	\$68.12	\$22.71	\$90.82	\$45.41
2.) F.I.C.A	0.077	\$3.95	\$5.68	\$1.74	\$7.42	\$3.47
3.) Federal Unemployment Tax	0.008	\$0.41	\$0.59	\$0.18	\$0.78	\$0.36
4.) State Unemployment Tax	0.062	\$3.20	\$4.61	\$1.41	\$6.01	\$2.82
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.44	\$5.44	\$0.00	\$5.44	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
BASE CHARGES PER HOUR:		\$78.01	\$104.05	\$26.03	\$130.08	\$52.06
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$78.01	\$104.05	\$26.03	\$130.08	\$52.06



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 29 Narrative**

Revision:

08/13/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Architectural and Landscape Sheets

1. A2-11.3 – MPR - Building 2 – Reflected Ceiling Plan
 - a. Revised Kitchen Ceiling from hard lid to suspended washable acoustical tile ceiling
2. A2-53.1 – MPR – Building 2 - Finish Schedule
 - a. Revised kitchen ceiling finish from hard lid to suspended washable tile ceiling
 - b. Updated Restroom and Janitor room floor finishes per Health Dept. Plans
3. E-0.5 – Lighting Fixture Schedule
 - a. Revised fixture types
4. E2-2.1L – Multipurpose Lighting Plan
 - a. Revised lighting plan
5. E2-2.1LC – Multipurpose Lighting Calc Normal
 - a. Revised lighting calc for the Kitchen
6. E2-2.1LCE – Multipurpose Lighting Calc Egress
 - a. Revised lighting calcs for the Kitchen
7. E2-5.1 – Multipurpose Panel Schedule
 - a. Revised panel schedule

Drawings

A2-11.3 – MPR – Building 2 – Reflected Ceiling Plan
A2-53.1 – MPR – Building 2 – Finish Schedule
E-0.5 – Lighting Fixture Schedule
E2-2.1L – Multipurpose Lighting Plan
E2-2.1LC – Multipurpose Lighting Calc
E2-2.1LCE – Multipurpose Lighting Calc Egress
E2-5.1 – Multipurpose Panel Schedule

Distribution:

District
Contractor
IOR

FINISH SCHEDULE								
NUMBER	NAME	FLOOR	BASE	WALL		CEILING		COMMENTS
				MATERIAL	FINISH	MATERIAL	FINISH	
2-101	MULTIPURPOSE ROOM	RTF	RB	IRGB / TP	P-E	TP	-	
2-102	ELECTRICAL ROOM	VCT	RB	GB	P-E	GB	P-E	
2-103	CHAIR & TABLE STORAGE	VCT	RB	GB	P-E	GB	P-E	
2-104	CONTROL ROOM	VCT	RB	GB	P-E	GB	P-E	
2-105	PRESENTATION/SERVING AREA	RTF	RB	IRGB	P-E	TP	P-E	
2-106	COOKING	QT	QT	FRP	-	ACT-3	-	
2-107	PREP	QT	QT	FRP	-	ACT-3	-	
2-108	WAREWASH	QT	QT	FRP	-	ACT-3	-	
2-109	WALK-IN FRIDGE	CONC	SS	SS	-	SS	-	
2-110	WALK-IN FREEZER	CONC	SS	SS	-	SS	-	
2-111	DRY STORAGE	QT	QT	GB	P-SG	ACT-3	-	
2-112	WORK STATION	QT	QT	GB	P-SG	ACT-3	-	
2-113	LOCKER ALCOVE	QT	QT	GB	P-SG	ACT-3	-	
2-114	UNISEX RR	CT	CT	TB	CT	ACT-3	-	
2-115	JANITOR	CT	CT	GB	P-SG	EXP	-	

FLOOR MATERIAL
 CONC CONCRETE
 CT CERAMIC TILE
 QT QUARRY TILE
 SC STAINED CONCRETE
 VCT VINYL COMPOSITION TILE
 RTF RESILIENT TILE FLOORING

FLOOR FINISHES
 SL SEALED
 SR SLIP RESISTANT

WALL BASE MATERIAL
 CT CERAMIC TILE
 RB 4" HIGH RUBBER BASE

WALL MATERIAL
 GB 5/8" TYPE "X" GYPSUM BOARD
 MGB 5/8" TYPE "X" MOLD RESISTANT GYPSUM BOARD
 IRGB 5/8" IMPACT RESISTANT GYPSUM BOARD
 TB 5/8" PAPERLESS GYPSUM BOARD TILE BACKER
 TP TECTUM PANELS
 FRP FIBERGLASS REINFORCED PANELS
 SS PREFABRICATED STAINLESS STEEL

WALL FINISHES
 P-S PAINT SATIN
 P-E PAINT EGG SHELL
 P-SG PAINT SEMI-GLOSS
 P-G PAINT GLOSS
 P-SGE PAINT SEMI-GLOSS ENAMEL
 MF MANUFACTURER'S FACTORY FINISH
 TS TAPE & SEAL
 TWS TACKLE WALL SURFACE (SEE INT. ELEVATIONS FOR LAYOUT)

CEILING MATERIAL
 ACT1 IMPACT-RESISTANT ACOUSTICAL CEILING TILE - TYPE 1 (24" X 48")
 ACT2 IMPACT-RESISTANT ACOUSTICAL CEILING TILE - TYPE 2 (24" X 24")
 EXP EXPOSED STRUCTURE (SEE GENERAL NOTE #1)
 GB GYPSUM BOARD
 TP TECTUM PANELS
 SS PREFABRICATED STAINLESS STEEL
 ACT3 WASHABLE ACOUSTICAL CEILING TILE - TYPE 1 (24" X 48")

CEILING FINISHES
 P-S PAINT SATIN
 P-E PAINT EGG SHELL
 P-SG PAINT SEMI-GLOSS
 P-G PAINT GLOSS
 MF MANUFACTURER'S FACTORY FINISH

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407

AC _____ FLS _____ SS _____

DATE _____

INTERIOR FINISH LEGEND

1. SEE REFLECTED CEILING PLAN FOR MORE INFORMATION AND LAYOUT DETAILS ON GYPSUM BOARD AND ACT CEILING MATERIAL.

REVISIONS:

DESCRIPTION	DATE
29. BULLETIN #29	8/13/18

DATE ISSUED: APR. 08, 2016

PROJECT NO: 1340159-Bldg 2

SCALE:

SHEET NUMBER: **A2-53.1**

SHEET TITLE:

MPR - BUILDING 2 - FINISH SCHEDULE

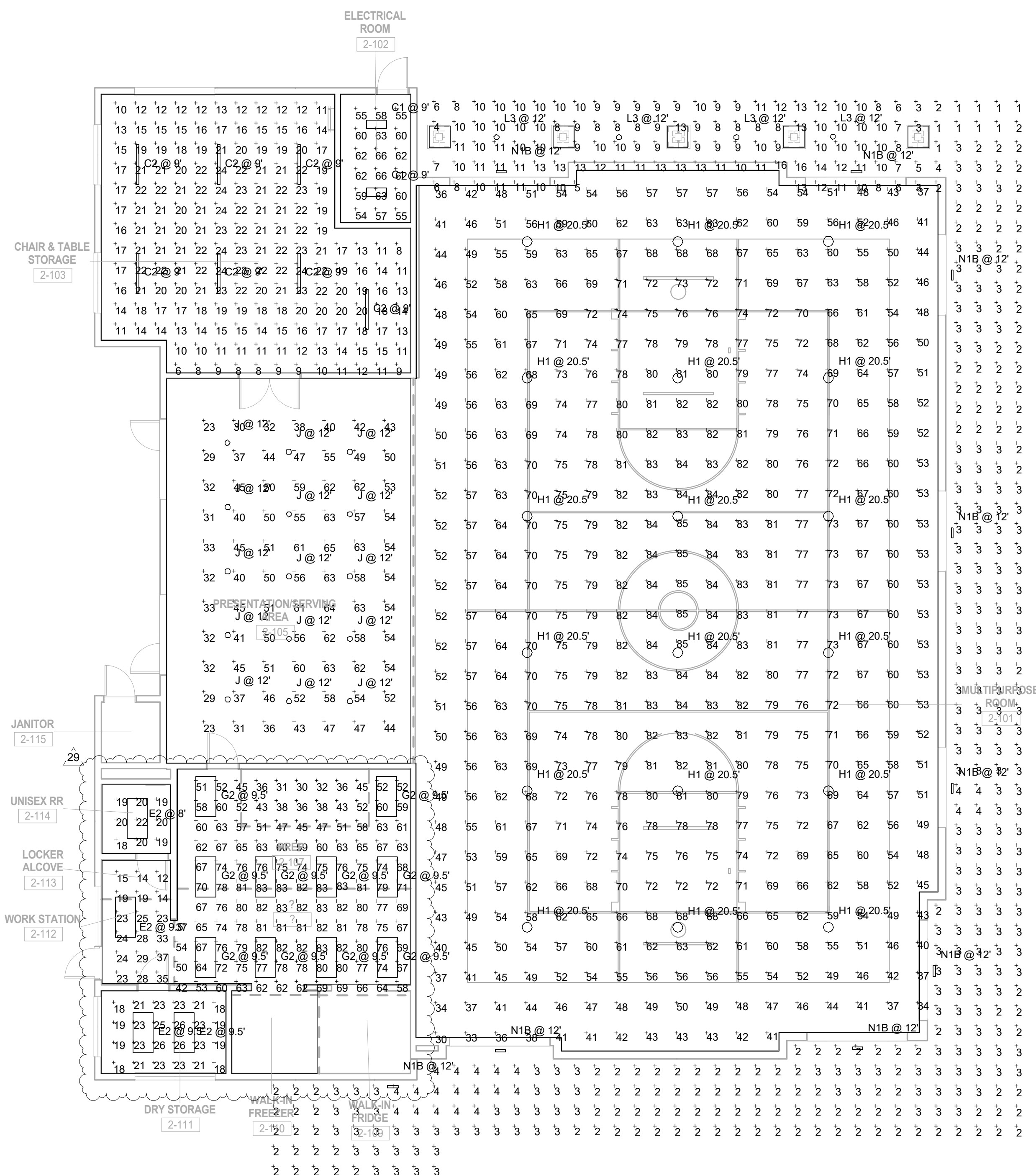
COMMENT LEGEND

1. AT ALL ROOMS WITH EXPOSED STRUCTURE INDICATED FOR CEILINGS AND PAINT INDICATED AS FINISH, PAINTING SHALL INCLUDE ALL EXPOSED DUCTWORK, CONDUITS, STRUCTURE AND OTHER ELEMENTS VISIBLE WITHIN ROOM.
2. INTERIOR WALL AND CEILING FINISH MATERIALS SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E84 OR UL 723.

GENERAL NOTES



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1 LIGHTING CALC NORMAL
1/8" = 1'-0"

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
C2	C2	7	Lithonia Lighting	ZL1N L48 3000LM FST MVOLT 40K 80 CRI	ZL1N L48 3000LM FST MVOLT 40K 80 CRI	LED	1	C2_ZL1N_L48_3000LM_FST_MVOLT_40K_80_CRI.ies	3275	0.9	25.15
E1	E1	0	Kenall Manufacturing	Millenium Stretch 8"	MLHAB-48-R-MV-PP-1-48L40K-DV	LED-QTY: 144, Nichia 757D, 4000K, 80 CRI	144	E1_MLHAB-48-F-MV-CP-1-48L40K-DCC-1-DV.ies	39	0.85	50.026
E2	E2	4	Lithonia Lighting	2WRTL XX L48 3000LM XX AFL XX 40K 80CRI	2WRTL L48 3000LM AFL 40K 80CRI	4000K 80CRI	1	2WRTL_XX_L48_3000LM_XX_AFL_XX_40K_80CRI.ies	2727	0.9	21.48
G	G	0	KENALL	CSEDO-14-48L40K-DCC-DV-4F-4H-SYM	CSEDO-14 Series	KENALL	144	G_CSEDO-14-48L40K-DCC-DV-2F-2H-SYM.ies	36	0.9	49
G1	G1	0	KENALL	CSEDO-14-67L40K-DCC-DV-4F-4H-SYM	CSEDO-14 Series	KENALL	288	G1_CSEDO-14-67L40K-DCC-DV-2F-2H-SYM.ies	28	0.9	72
G2	G2	10	Lithonia Lighting	2WRTL XX L48 5000LM XX AFL XX 40K 80CRI	2WRTL L48 5000LM AFL 40K 80CRI	4000K 80CRI	1	2WRTL_XX_L48_5000LM_XX_AFL_XX_40K_80CRI.ies	4809	0.9	38.72
H1	H1	18	SPECGRADELED	HBF-150-4000K-120	HBF SERIES LED HIGH BAY	LED	1	H1_HBF-150-4000K-120-Clear.ies	21599	0.9	199.4
J	J	15	Lithonia Lighting	LDN6 4020 LOGAR LD	6IN LDN6 4000K 2000LM 80CRI CLEAR, MATTE DIFFUSE REFLECTOR	LED	1	J_LDN6_40_20_LOGAR_LD.ies	1763	0.9	22.61
L3	L3	4	Goham Architectural Lighting	EVO CYL 40/15 6AR WD LS	4000K 1500LM CRI90, 6IN CLEAR, WIDE DIST, SPECULAR	LED	1	L3_EVO_CYL_40_15_6AR_WD_LS.ies	1679	0.9	18.5

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
2-101	+	65 fc	85 fc	30 fc	2.8:1	2.2:1
2-102	+	80 fc	66 fc	54 fc	1.2:1	1.1:1
2-103	+	17 fc	24 fc	16 fc	4.6:1	2.8:1
2-106@WP	+	48 fc	85 fc	23 fc	2.8:1	2.1:1
2-106@WP	+	66 fc	83 fc	30 fc	2.8:1	2.2:1
2-111	+	22 fc	26 fc	18 fc	1.4:1	1.2:1
2-113	+	24 fc	37 fc	12 fc	3.1:1	2.0:1
2-114	+	20 fc	22 fc	18 fc	1.2:1	1.1:1
Outdoor	+	4 fc	16 fc	11 fc	16.0:1	4.0:1

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #610, LOS ANGELES, CA 90048
 TEL: (323) 933-5252 FAX: (323) 933-5589

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 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC _____ FLS _____ SS _____

DATE _____

REVISIONS:	DESCRIPTION	DATE
10	CCD # 10	09/21/2017
29	Bulletin #29	08/09/2018

DATE ISSUED: Mar. 06, 2015

PROJECT NO: 1340159

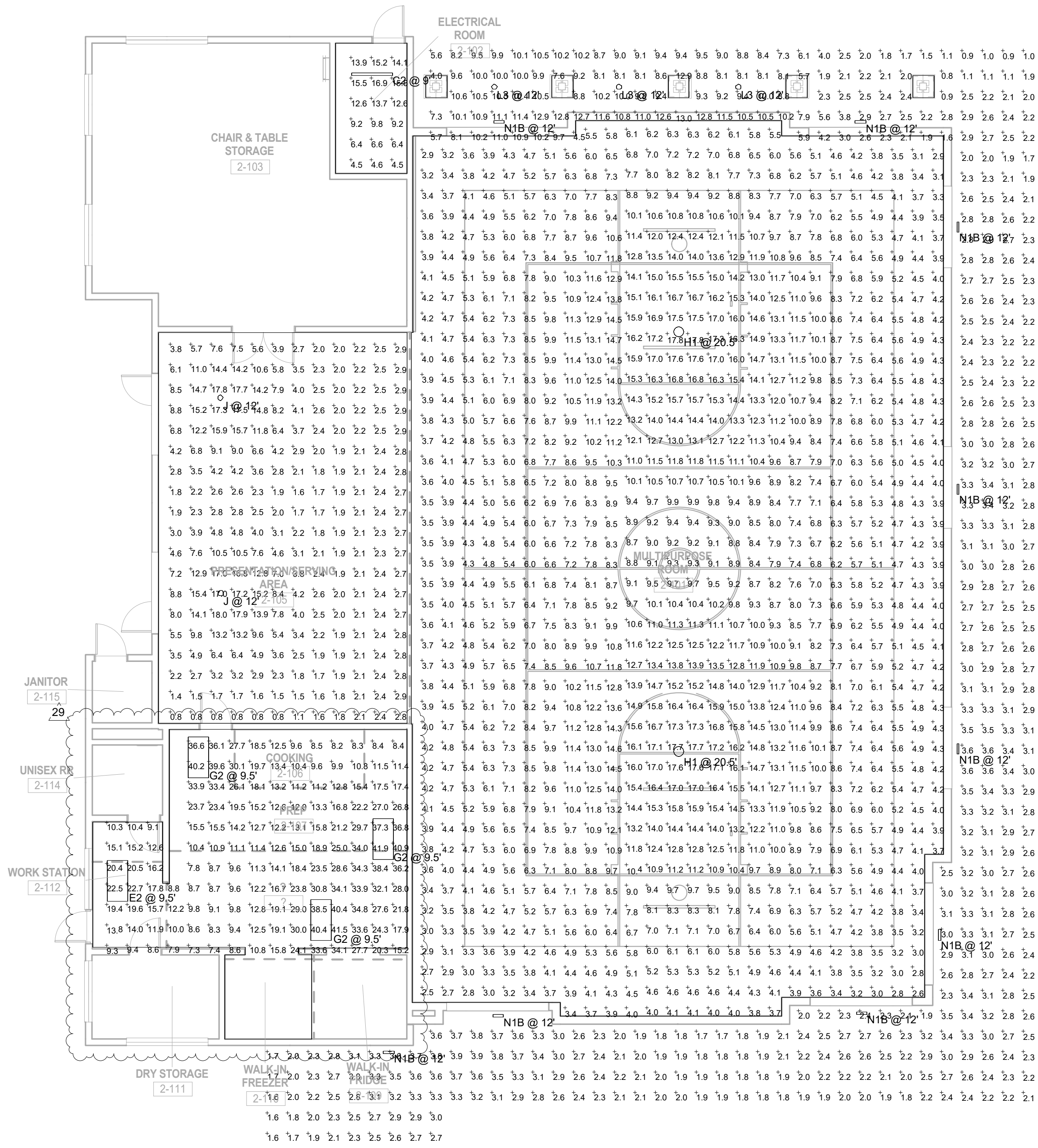
SCALE: 1/8" = 1'-0"

E2-2.1LC
 SHEET NUMBER:
 SHEET TITLE:

MULTI-PURPOSE LIGHTING CALC NORMAL



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1 LIGHTING CALC EGRESS
1/8" = 1'-0"

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
C2		1	Lithonia Lighting	ZL1N L48 3000LM FST MVOLT 40K 80CRI	ZL1N 48" 3,000 Lumens Frosted Diffuser MVOLT 4,000 W 80CRI	LED	1	C2_ZL1N_L48_3000LM_FST_MVOLT_40K_80_CRI.ies	3275	0.9	25.15
E2		1	Lithonia Lighting	2WRTL XX L48 3000LM XX AFL XX 40K 80CRI	2WRTL L48 3000LM AFL 40K 80CRI	4000K 80CRI	1	2WRTL_XX_L48_3000LM_XX_AFL_XX_40K_80CRI.ies	2727	0.9	21.48
G2		3	Lithonia Lighting	2WRTL XX L48 5000LM XX AFL XX 40K 80CRI	2WRTL L48 5000LM AFL 40K 80CRI FPA	4000K 80CRI	1	2WRTL_XX_L48_5000LM_XX_AFL_XX_40K_80CRI.ies	4809	0.9	38.72
H1		2	SPEC GRADE LED	HBF-150-4000K-120	HBF SERIES LED HIGH BAY	LED	1	H1_HBF-150-4000K-120-Clear.ies	21559	0.9	159.4
J		2	Lithonia Lighting	LDN6 4020 LOGAR LD	6IN LDN1 4000K 2000LM 80CRI CLEAR MATTE DIFFUSE REFLECTOR	LED	1	J_LDN6_40_20_LOGAR_LD.ies	1763	0.9	22.61
L3		3	Gotham Architectural Lighting	EVO CYL 4015 GAR WD LS	4000K 1500LM CR180 6IN CLEAR WIDE DIST SPECULAR	LED	1	L3_EVO_CYL_40_15_GAR_WD_LS.ies	1679	0.9	18.5

Description	Symbol	Avg	Max	Min	MaxMin	AvgMin
2-101	+	7.9 fc	17.8 fc	2.5 fc	7.1:1	3.2:1
2-102	+	10.6 fc	16.9 fc	4.5 fc	3.8:1	2.4:1
2-109	+	4.9 fc	18.0 fc	0.8 fc	22.5:1	6.1:1
2-108	+	19.1 fc	41.9 fc	7.3 fc	5.7:1	2.6:1
Outdoor	+	3.7 fc	13.0 fc	0.8 fc	16.3:1	4.6:1

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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REVISIONS:	DESCRIPTION	DATE
10	CCD # 10	09/21/2017
29	Bulletin #29	08/09/2018

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE: 1/8" = 1'-0"

E2-2.1LCE
SHEET NUMBER:
SHEET TITLE:

MULTI-PURPOSE LIGHTING CALC EGRESS



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**Elm Street Elementary School
Bulletin # 30 Narrative**

Revision:

09/05/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Architectural and Landscape Sheets

1. A2-11.4 – MPR - Building 2 – Upper Reflected Ceiling Plan
 - a. Revised Presentation room ceiling to suspended ceiling with Tectum. Added ceiling access hatches near sprinkler heads
2. A2-32.2 – MPR – Building 2 – Wall Sections
 - a. Revised Presentation room ceiling notes
3. A64.2 – Ceiling Details and Wall Details
 - a. Added notes on details

Drawings

A2-11.4 – MPR – Building 2 – Upper Reflected Ceiling Plan

A2-32.2 – MPR – Building 2 – Wall Sections

A-64.2 – Ceiling Details and Wall Details

Ceiling Access Panel cut sheet

Ceiling Grid Suspended System cut sheet

Distribution:

District

Contractor

IOR

Drywall Access Panel with Fixed Hinges

Aluminum frame, with drywall inlay, for ceilings, drywall, and various applications - System F1

Description

The access panel consists of a welded aluminum frame and is available with 1/2" (12.7 mm) or 5/8" (15.9 mm) inlaid drywall and two latches.

Both an outer and an inner frame assembly consists of high grade aluminum which is bonded with a special welding process.

For sizes 12" x 12" (305 mm x 305 mm) and up the access panels are equipped with a safety-system to prevent accidental opening. This safety system must be resecured after each opening.

The reveal of 1/16 of an inch (1.59 mm) is visible between the outer frame and door hatch. The concealed snap locks open the access panel when pressure is applied to the spring loaded latch side.

NEW



Ready-to-paint door leaf



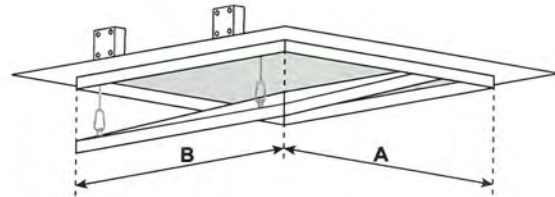
System F1	Dimensions	
Code	A inch mm	B inch mm
203203G127	8" 203	8" 203
305305G127	12" 305	12" 305
406406G127	16" 406	16" 406
508508G127	20" 508	20" 508
610610G127	24" 610	24" 610

All standard sizes are available in 1/2" (12.7 mm) or 5/8" (15.9 mm) drywall.

Options

SD	Screwdriver operated cam latch
FS	Screwdriver operated four-square cam latch
Z	Round Cylinder Lock with Key
M	Mortise Cylinder Lock Preparation
H	Hex Head Cam Latch
P	Pinned Hex Head Cam Latch

Rough opening is door size + 3/8" (9 mm)



Customized solutions

Customized sizes can be produced in every dimension upon request.

Drywall insert with screws on larger sizes than 24" x 24" (610 mm x 610 mm).

Advantages of FF Systems Panels

- Superior engineering & innovative design
- Fast delivery
- Quick and easy installation
- Solid aluminum frame
- Flush installation in ceilings and walls
- Available in moisture / mildew resistant green board and cement board

FF Systems
Access Panels

Chicago Metallic™ 650 (Hook)/670 (Stab) Fire Rated Drywall Grid System

Product

Applications

Hospitals, hospitality, retail, lobbies, department stores, galleries, residential high rise.

Features

- Heavy duty grid systems for drywall ceiling framing.
- Fire, seismic and flatness control.
- Reduces onsite labor.
- Eliminates black-iron and hat-channel.
- Reliable appearance and cost control.
- Chicago Metallic suspension systems meet a Class-A flame spread rating in accordance with ASTM standard E1264-08.

Benefits

- Precise transition between acoustical and drywall ceilings.
- Sustainable: Minimum 25% recycled content, 100% locally recyclable, global/regional manufacture.

Material:

A. General

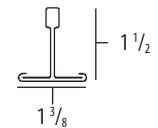
ASTM C 635 Heavy Duty (HD) furring runner classification; commercial quality steel, G-40 hot-dip galvanized body and knurled face cap, 1-3/8" width, 1-1/2" height. Also complies with ASTM C 645 and ASTM C 754.

Note: A metallurgist should be consulted regarding the suitability of this product for the environmental conditions in which it is being installed.

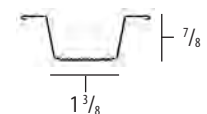
Components:

- Furring Runner:** 650.00C (144", slots 8" OC, HD)
 Double web construction, 1-3/8" width, 1-1/2" height.
- Cross Channel:** 634.00C (48", no slots)
 Double web construction, 1-3/8" width, 7/8" height.
- Furring Tees:** Hook-type: 654.00C (48", no slots)
 Stab-type: 674.00C (48", one slot at midpoint, override)
 677.00C (72", slots 24" O.C., override)
- Cross Tee:** 1274.01Z (48", three slots 12" OC)
 Double web construction, 15/16" width, 1-1/2" height. Used to support NEMA Type G light fixture.
- Wall Track:** 1450.00 (144", 1-9/16" x 1")
- Utility Angle:** 5130.00H (120", 1-1/2" x 1-1/2")
 5130K.00H (120", 1-1/2" x 1-1/2") Knurled Face
- GRG Access Door and Frame:** 8501.00 (9" x 9")
 8502.00 (12" x 12")
 850300 (18" x 18")
 8504.00 (24" x 24")
 8505.00 (30" x 30")

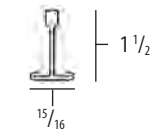
Furring Runner/ Furring Tees



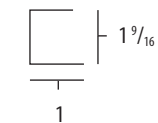
Cross Channel



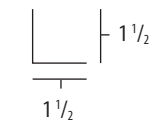
Cross Tee



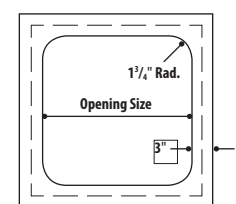
Wall Track



Utility Angle



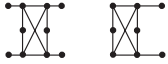
GRG Access Door



Chicago Metallic™ 650 (Hook)/670 (Stab) Fire Rated Drywall Grid System

Fire Rated Assemblies

Hanger Positions for Fire Rated Situations



This illustrates hanger positions for single fixtures in a field. Refer to specific design numbers for allowable number of fixtures per square footage of ceiling area.

UL® Fire Resistant Designs

Floor and Ceiling Designs – Type 650

D501, D502, D503, G523, G524, G525, G526, G527, G528, G529, J502, L211*, L502, L508, L513, L515, L525, L526, L529

Roof and Ceiling Designs – Type 650

P237*, P239*, P241*, P501, P506, P507, P508, P509, P510, P513, P514

* System used in upper plenum - Consult UL Fire Resistance Directory for details.

Component Load Test Data (based on $1/360$ span deflection)

ALLOWABLE LOAD per ASTM C635 [■]						
Furring Runner	Length	Component Dimensions		Metal	Hanger Spacing	
		Face	Height		4'	6'
650	12'	1 $\frac{3}{8}$ "	1 $\frac{1}{2}$ "	.020	HD	
Furring Channel						
634	4'	1 $\frac{3}{8}$ "	7 $\frac{7}{8}$ "	.020	8.2	
Furring Tees						
654	4'	1 $\frac{3}{8}$ "	1 $\frac{1}{2}$ "	.014	14.3	
674	4'	1 $\frac{3}{8}$ "	1 $\frac{1}{2}$ "	.014	14.3	
677	6'	1 $\frac{3}{8}$ "	1 $\frac{1}{2}$ "	.020	5.24	
Cross Tee						
1274.01	4'	1 $\frac{5}{16}$ "	1 $\frac{1}{2}$ "	.020	17.0	

[■]To convert data into lb/ft², divide on center spacing of component into lb/ft.

Membrane Loading

COMPONENT COMBINATION FR/FT	Data is Pounds Per Square Foot (PSF)	
	HANGER WIRE / FURRING TEE SPACING	
	48"/24"	32"/16"
650.00C / 654.00C	6.6 [▼]	7.7 [▼]
650.00C / 654.00C / 1274.01Z	5.5 [▼]	6.2 [▼]
650.00C / 674.00C	6.6 [▼]	7.7 [▼]
650.00C / 674.00C / 1274.01Z	5.5 [▼]	6.2 [▼]
650.00C/677.00C	2.62 [▼]	3.93 [▼]

[▼] Membrane loading is not applicable when these components are used in a fire rated assembly. Consult UL Fire Resistance Directory for installation details. 48"/24" data is based on hanger wires installed within 4" of each furring runner fire expansion.



CHANGE ORDER REQUEST

COR No. 560 R0

Date: 2/9/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Means Of Egress @ MPR Asphalt Credit

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit for asphalt paving deleted when flatwork was added behind MPR for means of egress during Phase 2.	Toro Enterprises Inc	-2,337
	Subtotal:	-2,337
Contractual Costs		
Overhead 15%		-351
	Subtotal:	-351
Total Change Order Request Amount:		-2,688

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



CHANGE ORDER REQUEST

Toro Enterprises, Inc.
 P.O. Box 6285
 Oxnard, CA. 93031
 P: 805-483-4515
 F: 805-483-2001

12/11/2018

www.toroenterprises.com

License No. 710580 A

CA DIR #1000002410

Toro Enterprises, Inc. Is an
 Equal Opportunity Employer

JOB NO. 9141RFC_2
 JOB NAME: ELM STREET ELEMENTARY
 DESCRIPTION: ASPHALT CREDIT @ ADDED PCC WALKWAY AREA
 ESTIMATOR: MATT EVANS

TO BERNARDS
 618 SAN FERNANDO RD.
 SAN FERNANDO, CA 91340
 (818) 898-1521

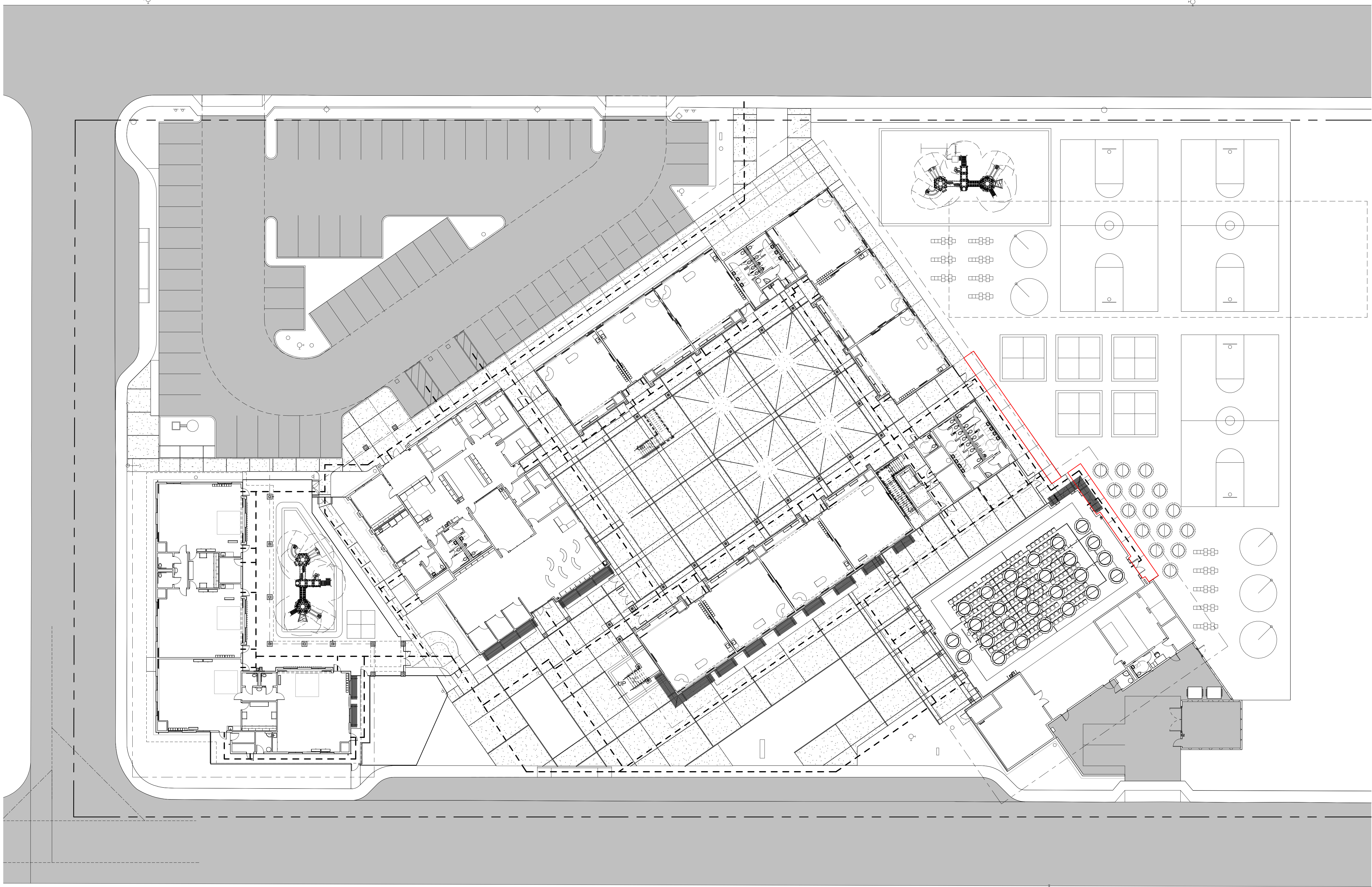
Client #	Description	Quantity	Unit	Unit Price	Ext Price
1	CREDIT: ASPHALT PAVING FOR ADDITIONAL PCC WALKWAY	- 906.000	SF	\$ 2.58	(\$2,337.48)
Grand Total:					(\$2,337.48)

Date: _____ Accepted By: _____

Print Name: _____

Important Bid Note:

Prices in Toro's bid for this project are based in part on labor and materials cost that were in effect on the date of Toro's final bid. Due to dynamic market conditions, labor & materials cost are expected to rise during the life of this project. Therefore, by entering into Contract with Toro, project Owner and/or GC agree to pay Toro for price escalation in labor and/or materials that occurred during the life of this project. In such cases, the burden of proof to demonstrate escalated cost of labor and/or materials shall rest solely on Toro, and it shall consist of proving documented difference between labor and/or materials prices on final bid date vs. prices at any given date during the life of the project. Payment to Toro for escalated prices of labor and/or materials shall be limited to actual proven cost increase, without any markup.





CHANGE ORDER REQUEST

COR No. 602 R0

Date: 2/19/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 31

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit for changes made in Bulletin 31.	Advanced Landscape 2000 Inc	-1,205
Reason: Changes made by Landscape Architect.		
Requested By: Landscape Architect		
Ref: Bulletin 31		
		Subtotal: -1,205
Contractual Costs		
Overhead 15%		-181
		Subtotal: -181
Total Change Order Request Amount:		-1,386

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Request for Change

Advanced Landscape 2000

5900 Canoga Ave. Suite 280
Woodland Hills, CA 91367

RFC Number: 6
Date: 09/11/2018

Regarding:

Bulletin #31:

Delete 31 sprinklers, and add 650LF of dripline.
Add 16 root water system
Total Irrigation - \$513.80
Labor - wash

Change 3 x 24" Metrosideros to Rhapsiolepis
Delete 25 x 5 gallon, and 26 x 1 gallon
Delete 1550 sq ft sod
Total planting: (\$1,086.00)
Labor (10H)

To:
Bernard Brothers Construction
555 FIRST STREET
SAN FERNANDO, CA 91340

Job Site:
Elm School
450 East Elm St.
Oxnard, CA 93033

Requested By:

Rona Ross

Phone:

(818) 591-2345

E-mail:

rona@advancedlandscape2000.com

Recipients:

Gina Sierra

Phone:

(818) 898-1521

E-mail:

GSierra@bernards.com

Requested Change:**Change to Contract**

Material

\$ -572.20

Labor - -10H

\$ -632.40

RFC Total

\$ -1204.60

Please respond by: 09/14/2018

Rona Ross
Advanced Landscape 2000

Gina Sierra
Bernard Brothers Construction

PERFORMING CONTRACTOR Advanced Landscape 2000, Inc. DATE 6/27/2018
 PROJECT Elm School CONTRACT #. _____
 PRIME CONTRACTOR Bernads CONTRACTOR JOB #. _____
 LOCAL UNION YES NO #. _____ PHONE () _____ P.S.A. YES NO
 CRAFT / TRADE Landscape CLASSIFICATION Laborers O.C.I.P. YES NO
 WORKERS COMP. CLASS CODE CA0042 DATE WAGE EXPIRES _____

	STRAIGHT TIME Daily	Equipment operator	OVERTIME Sunday/Holiday
(A) BASIC HOURLY RATE	\$31.38	\$33.06	
FRINGES (EMPLOYER PAYMENTS)			
Health & Welfare _____ /Hr	\$7.06	\$11.20	
Pension _____ /Hr	\$7.53	\$9.65	
Vacation / Holiday _____ /Hr	\$4.59	\$2.95	
Training _____ /Hr	\$0.69	\$0.80	
Other Payments _____ /Hr	\$0.54	\$0.15	
Other (specify): _____ /Hr			
(B) Total Fringes	\$20.41	\$24.75	
(C) TOTAL PREVAILING WAGE (A+B)	\$51.79	\$57.81	
(D) PAYROLL TAXES & WORKERS' COMPENSATION			
F.I.C.A. _____ 6.2 %			
Medicare _____ 1.45 %			
F.U.T.A. _____ 0.6 %			
S.U.T.A. _____ 6.2 %			
E.T.T. _____ 0 %			
Sub Total _____ 14.450 %			
Round up to _____ 14.500 %			
Adder			
Workers' Comp. * _____ 22 %			
GL INS _____ %			
(E) Total _____ 36.50 x (A)	\$11.45	\$12.07	
TOTAL - HOURLY LABOR RATE (C+E)	\$63.24	\$69.88	



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School Bulletin # 31 Narrative

Revision:

09/05/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Civil, Architectural, Electrical and Landscape Sheets

1. C-06 – Precise Grading
 - a. Coordinated/updated plan to reflect revision to paving and landscaping.
2. A0-1.1 – Site Plan
 - a. Coordinated site plan with civil and landscape plans
 - b. Deleted landscape at North East corner of Classroom Bldg
 - c. Deleted mow strip along North East corner of Classroom Bldg
 - d. Added concrete paving along North East corner of Classroom Bldg.
 - e. Adjusted drop off area along Montrose Ave, deleted planting/irrigation in that area
 - f. Relocated gate and concrete paving from North side of Kindergarten play area to East side of Kindergarten play area. Relocated planting from East side to North side as well.
 - g. Added mechanical pad on West side of Kindergarten Bldg and deleted landscape in that area
 - h. Widened walkway along south side of Kindergarten Bldg
 - i. Revised walkway on East side of Kindergarten Bldg and added planter below windows
 - j. Shown Irrigation controller in service yard at MPR Bldg.
3. E-1.2 – Electrical Site Plan
 - a. Added power for the irrigation controller
4. E2-5.2 – Multi-Purpose Panel Schedule
 - a. Added Irrigation controller to panel schedule
5. L101 – Irrigation Plan
 - a. Revised Irrigation in areas shown on plan

6. L201 – Planting Plan

- a. Revised Planting in areas shown on plan
- b. Delete (3) 24" Box – Metrosideros excelsior
- c. Delete 619 square feet of turf
- d. Delete (14) 5 gal Cyrtomium falcatum
- e. Delete (5) 5 gal Rhapsiolepis u. 'Minor'
- f. Delete (13) 5 gal Dianella "Little Rev"
- g. Delete (86) 1 gal Harbor Dwarf
- h. Add (3) 5 gal Agave attenuate
- i. Add (3) 5 gal Rhapsiolepis 'Clara'
- j. Add (8) 64 gal Carissa 'Green Carpet'
- k. Add (3) 24" Box Rhapsiolepis 'Majestic Beauty' Standards
- l. Add (6) 5 gal Leymus c. 'Canyon Prince'
- m. Add approx. 46 linear feet of concrete mow strip
- n. Move concrete mow strip along Montrose to align with the concrete pad and chain link screen for heat pump.

Drawings

C-06 – Precise Grading

A0-1.1 – Site Plan

E-1.2 – Electrical Site Plan

E2-5.2 – Multi-Purpose Panel Schedule

L101 – Irrigation Plan

L201 – Planting Plan

Distribution:

District

Contractor

IOR

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC FLS SS
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REVISIONS:

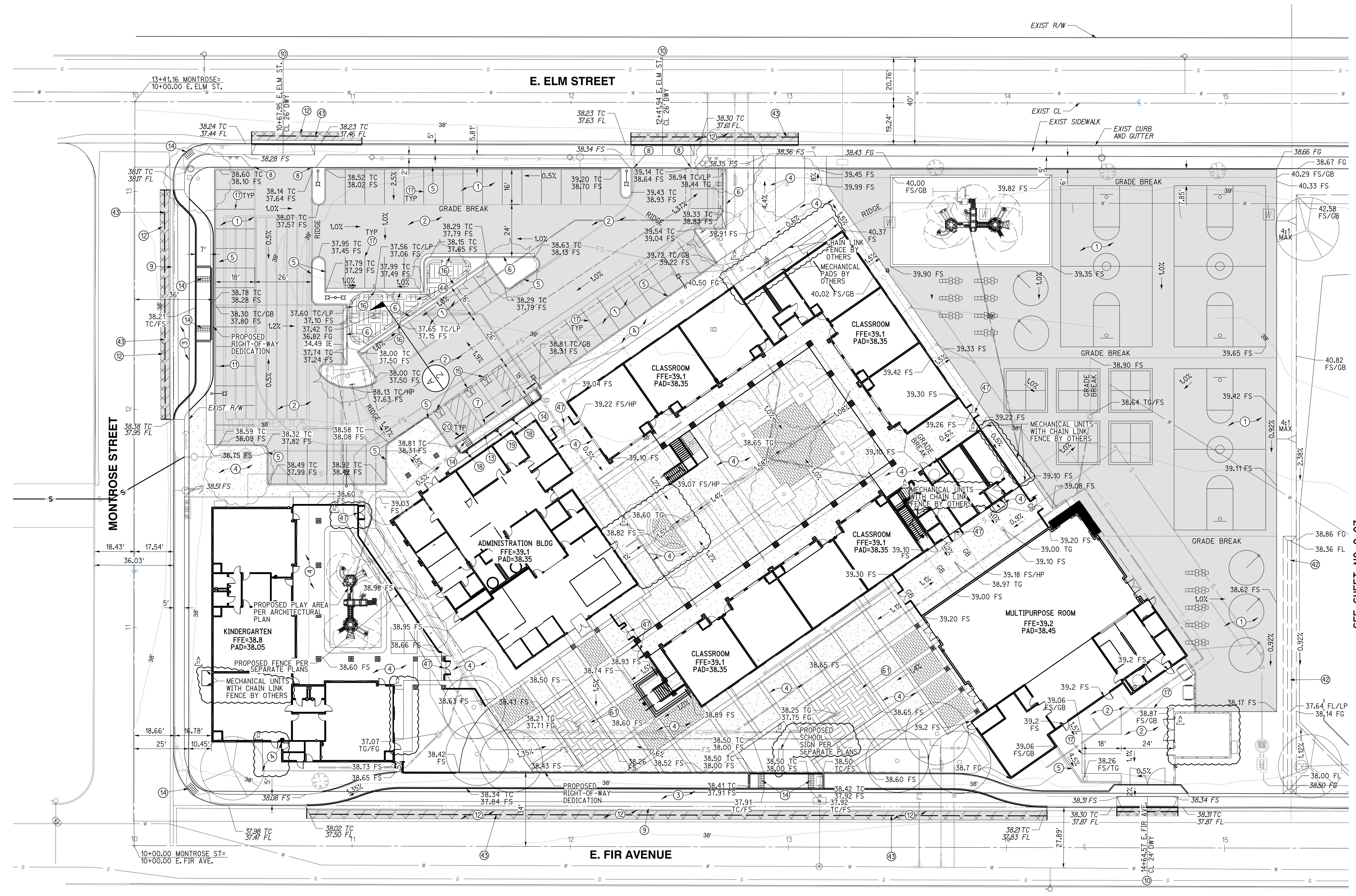
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▲ BULLETIN 3.1	7-6-2017
▲ BULLETIN 22	2-5-2018
▲ BULLETIN 3R	3-5-2018
▲ BULLETIN 31	9-5-2018

DATE ISSUED: MAY 12, 2017
 PROJECT NO: 1340159
 SCALE: 1"=20'
 SHEET NUMBER: C-06
 SHEET TITLE:

PRECISE GRADING

RICK
 ENGINEERING COMPANY
 1770 IOWA AVENUE
 SUITE 100
 RIVERSIDE, CA 92507
 951.782.0707
 951.782.0707
 (FAX) 951.782.0723
 San Diego - Orange - San Luis Obispo
 Sacramento - Bakersfield - Tucson - Phoenix
 rickeng@earthlink.net

SVA
 ARCHITECTS
 3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.809.3380 WWW.SVA-ARCHITECTS.COM



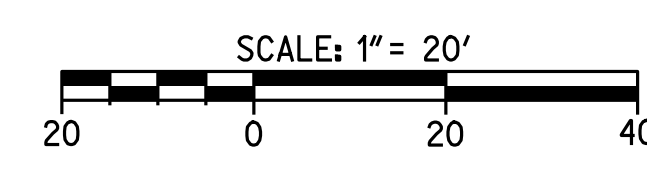
GRADING CONSTRUCTION NOTES AND QUANTITY ESTIMATES

*SELECT SUBBASE COULD BE COMPOSED OF EXISTING PAVEMENT MATERIAL IF PROPERLY GROUND UP.

① PLACE 0.25' A.C. OVER 5" CLASS II A.B. OVER 3.5" SELECT SUBBASE	33,000 SF	⑫ GRIND AND OVERLAY EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	1,070 SF
② PLACE 0.25' A.C. OVER 5" CLASS II A.B. OVER 4" SELECT SUBBASE	15,340 SF	⑬ CONSTRUCT ACCESSIBLE CURB RAMP PER DETAIL 6 ON SHEET C-02	525 SF
③ PLACE 0.25' A.C. OVER 5" CLASS II A.B. OVER 8" SELECT SUBBASE	4,520 SF	⑭ INSTALL TRUNCATED DOMES PER DETAIL 6 ON SHEET C-02	250 SF
④ CONSTRUCT 4" PCC SIDEWALK WITH NO. 3 REBAR AT 18" OCED UNDERLINED BY 4" LAYER OF SAND, CONSTRUCT THICKENED EDGE WHEN ADJACENT TO LANDSCAPE AREAS PER DETAIL 8 ON SHEET C-02	37,600 SF	⑮ APPLY ACCESSIBLE PARKING STRIPING PER DETAIL 3 ON SHEET C-02	90 LF
⑤ CONSTRUCT 6" CURB (TYPE A1-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	900 LF	⑯ CONSTRUCT 1" CURB CUT WITH GRAVEL PAD PER DETAIL 14 ON SHEET C-02	4 EA
⑥ CONSTRUCT 6" CURB AND GUTTER (TYPE A2-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	240 LF	⑰ APPLY 4" WHITE PARKING STRIPING PER CA-MUTCD AND DETAIL 4 ON SHEET C-02	960 LF
⑦ CONSTRUCT 0" CURB PER DETAIL 12 ON SHEET C-02	31 LF	⑱ INSTALL ACCESSIBLE PARKING SIGNAGE PER DETAIL 1 ON SHEET C-02	2 EA
⑧ CONSTRUCT CURB END PER DETAIL 7 ON SHEET C-02	4 EA	⑲ INSTALL VAN ACCESSIBLE PARKING SIGNAGE PER DETAIL 2 ON SHEET C-02	1 EA
⑨ CONSTRUCT 4" RIBBON GUTTER PER CITY OF OXNARD STD DWG PLATE 117 ON SHEET C-03	400 LF	⑳ INSTALL WHEELSTOP PER DETAIL 7 ON SHEET GEN-5	4 EA
⑩ CONSTRUCT DRIVEWAY PER CITY OF OXNARD STD DWG PLATE 115 ON SHEET C-03	3 EA	㉑ CONSTRUCT VEGETATED SWALE PER DETAIL 15 ON SHEET C-02	200 LF
⑪ CONSTRUCT CONCRETE BLOCK RETAINING WALL PER CITY OF OXNARD STD DWG PLATE 600 ON SHEET C-04	60 LF	㉒ SAWCUT EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	575 SF
		㉓ CONSTRUCT BIOFILTRATION AREA PER DETAIL 11 ON SHEET C-02	580 SF
		㉔ INSTALL GATE PER ARCHITECTURAL PLAN	7 EA
		㉕ CONSTRUCT BIOFILTRATION AREA PER DETAIL 16 ON SHEET C-02	1,360 SF



CAUTION:
 EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.



Branch Panel: ML1

Location: ELECTRICAL ROOM 2-102
 Supply From: TR-M
 Mounting: Surface
 Enclosure: Type 1

Volts: 120/208 Wye
 Phases: 3
 Wires: 4

A.I.C. Rating:
 Mains Type: 400 A
 MCB Rating: 250 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	MDR	100 A	3	10000 VA	15440 VA			3	150 A MLK	2
3	--	--	--					--	--	4
5	--	--	--					--	--	6
7	CER	20 A	1	1500 VA	900 VA			1	20 A RESTROOM 2-114	8
9	CONTROL ROOM	20 A	1		360 VA	180 VA		1	20 A WATER HEATER CONTROLS	10
11	MULTI-PURPOSE ROOM C.O.	20 A	1			900 VA	500 VA	1	20 A SCOREBOARD	12
13	MULTI-PURPOSE ROOM C.O.	20 A	1	900 VA	500 VA			1	20 A SCOREBOARD	14
15	MA-1	20 A	2		1404 VA	300 VA		1	20 A FA CABINETS (1)	16
17	--	--	--			1404 VA	500 VA	1	20 A ELECTRONIC MESSAGE SIGN	18
19	EF-11	20 A	1	1920 VA	180 VA			1	20 A Power	20
21	EF-12, EF-10	15 A	1		816 VA	200 VA		1	20 A CIRCULATION PUMP - JAN 2-115	22
23	Roof Receptacle	20 A	1			360 VA	408 VA	1	15 A EF-17	24
25	IRRIGATION CONTROLLER	20 A	1	900 VA						26
27	--	--	--							28
29	--	--	--							30
31	--	--	--							32
33	--	--	--							34
35	--	--	--							36
37	--	--	--							38
39	--	--	--							40
41	--	--	--							42
Total Load:				31840 VA	26665 VA	27340 VA				
Total Amps:				266 A	222 A	229 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	9648 VA	100.00%	9648 VA	
Kitchen Equipment - Non-Dwelling Unit	14966 VA	65.00%	9728 VA	
Other	3707 VA	100.00%	3707 VA	Total Conn. Load: 35845 VA
Power	21384 VA	65.00%	13900 VA	Total Est. Demand: 60052 VA
Receptacle	36140 VA	63.84%	23070 VA	Total Conn.: 238 A
				Total Est. Demand: 167 A

Notes:
 (1) PROVIDE LOCK ON DEVICE

Branch Panel: MLK

Location: ELECTRICAL ROOM 2-102
 Supply From: ML1
 Mounting: Surface
 Enclosure: Type 1

Volts: 120/208 Wye
 Phases: 3
 Wires: 4

A.I.C. Rating:
 Mains Type: 225 A
 MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	EXHAUST HOOD LIGHTS & SWITCH	20 A	1	720 VA	2280 VA			3	30 A REMOTE REFRIGERATION RACK	2
3	AIR CURTAIN	20 A	1		1140 VA	2280 VA		--	--	4
5	EXHAUST HOOD	30 A	1			1800 VA	2280 VA	--	--	6
7	FREEZER CART	20 A	1	600 VA	1728 VA			1	20 A CONVECTION OVENS (1)	8
9	CASH REGISTER	20 A	1		720 VA	168 VA		1	20 A TILT SKILLET	10
11	REFRIGERATOR CART	20 A	1			1680 VA	720 VA	1	20 A FIRE SUPPRESSION	12
13	CASH REGISTER	20 A	1	720 VA	1440 VA			1	20 A WORK TABLE RECEPTACLES	14
15	FREEZER CART	20 A	1	600 VA	1644 VA			1	20 A HEATED HOLDING CABINET	16
17	REFRIGERATOR CART	20 A	1			1680 VA	1644 VA	1	20 A HEATED HOLDING CABINET	18
19	WORK TABLE RECEPTACLES	20 A	1	1440 VA	720 VA			1	20 A WALK-IN FREEZER	20
21	WALK-IN REFRIGERATOR	20 A	1		720 VA	541 VA		2	20 A VEGETABLE WASHING SYSTEM	22
23	COUNTERTOP MIXER	20 A	1			1440 VA	541 VA	--	--	24
25	HEATED SERVING CART	30 A	1	2796 VA	2796 VA			1	30 A HEATED SERVING CART	26
27	HEATED SERVING CART	30 A	1		2796 VA	2796 VA		1	30 A HEATED SERVING CART	28
29	KITCHEN GAS VALVE	20 A	1			720 VA	763 VA	1	20 A MPR PROJECTOR	30
31	MPR PROJECTOR SCREEN	20 A	1	200 VA						32
33	--	--	--							34
35	--	--	--							36
37	--	--	--							38
39	--	--	--							40
41	--	--	--							42
Total Load:				15440 VA	13405 VA	13268 VA				
Total Amps:				129 A	112 A	111 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	6840 VA	100.00%	6840 VA	
Kitchen Equipment - Non-Dwelling Unit	14246 VA	65.00%	9260 VA	
Other	563 VA	100.00%	563 VA	Total Conn. Load: 42113 VA
Power	18824 VA	65.00%	12236 VA	Total Est. Demand: 30538 VA
Receptacle	1640 VA	100.00%	1640 VA	Total Conn.: 117 A
				Total Est. Demand: 85 A

Notes:
 1- PROVIDE A SHUNT TRIP CIRCUIT BREAKER , TO TRIPS BY FIRE SUPPRESSION SYSTEM ACTIVATION.

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #616 LOS ANGELES, CA 90048
 TEL: (323) 933-5252 FAX: (323) 933-5589

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
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A# 03-116407
 AC FLS SS
 DATE

REVISIONS:

NO.	DESCRIPTION	DATE
3	BULLETIN #5	06/07/2017
12	RFI #254	11/17/17
14	RFI #424	04/30/2018
16	MPR PROJECTOR	08/31/2018
REVISIONS		
31	BULLETIN #31	9/5/18

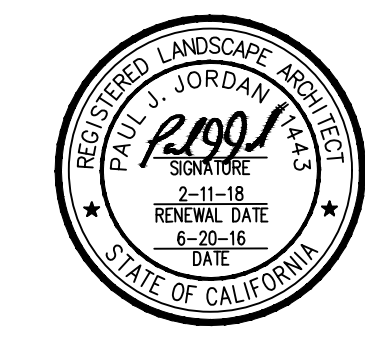
DATE ISSUED: Mar. 06, 2015
 PROJECT NO: 1340159
 SCALE:
 SHEET NUMBER: **E2-5.2**
 SHEET TITLE:

**MULTI-PURPOSE
 PANEL
 SCHEDULE**



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OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA



LICENSURE ARCHITECT
 ROBERT M. SIMONS
 No. C-15301
 JAN. 31, 2017
 STATE OF CALIFORNIA

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# _____
 AC _____ FLS _____ SS _____
 DATE _____

REVISIONS:

NO.	DESCRIPTION	DATE
31	BULLETIN 31	8/29/18

DATE ISSUED: JUNE 20, 2016
 PROJECT NO: 14.05
 SCALE: 1:20

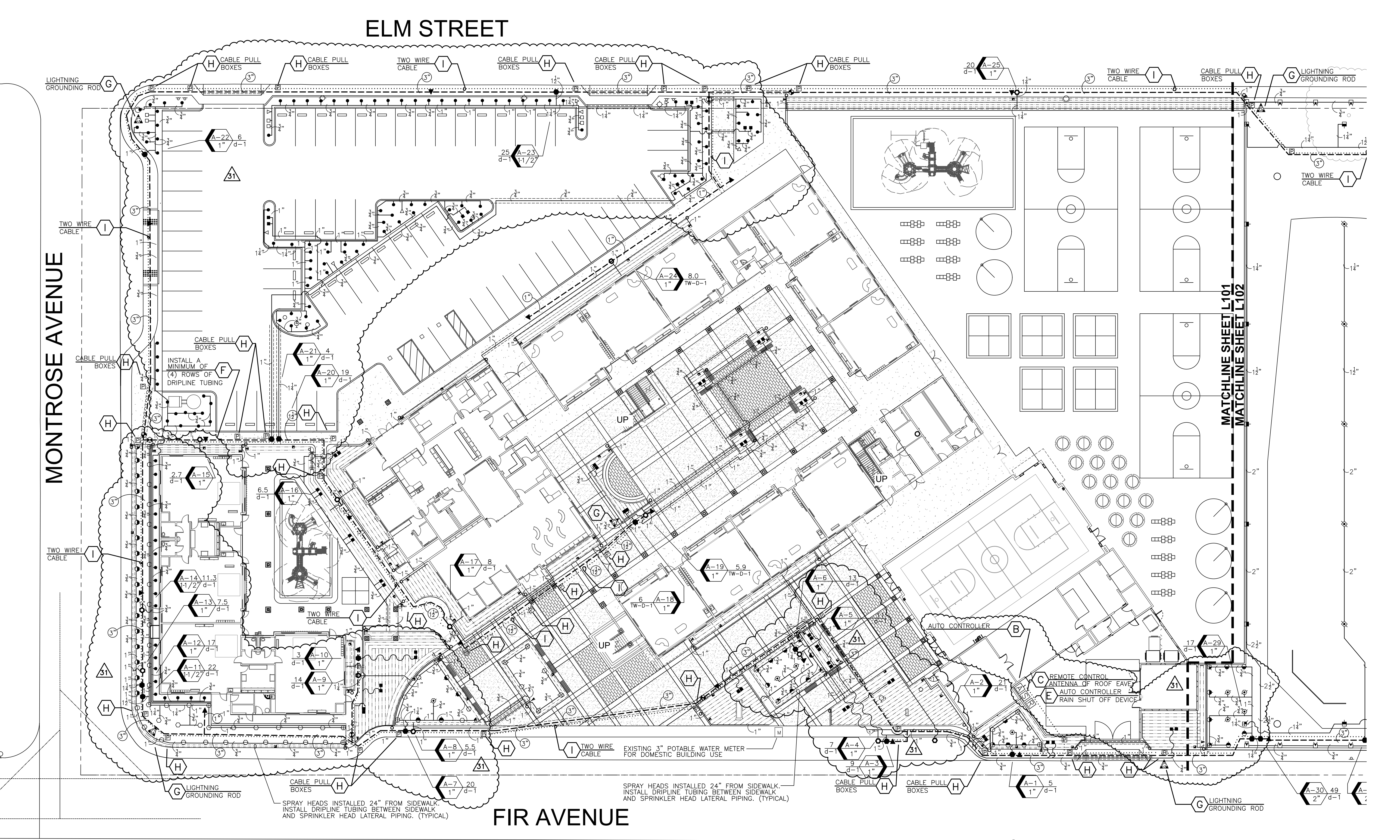
SHEET NUMBER: L101
 SHEET TITLE:

IRRIGATION PLAN



JORDAN, GILBERT & BAIN
 LANDSCAPE ARCHITECTS, INC.
 3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 459 NORTH VENTURA AVE., VENTURA CA 93001
 T 949.809.3380 FAX (805) 653-7874
 WWW.SVA-ARCHITECTS.COM

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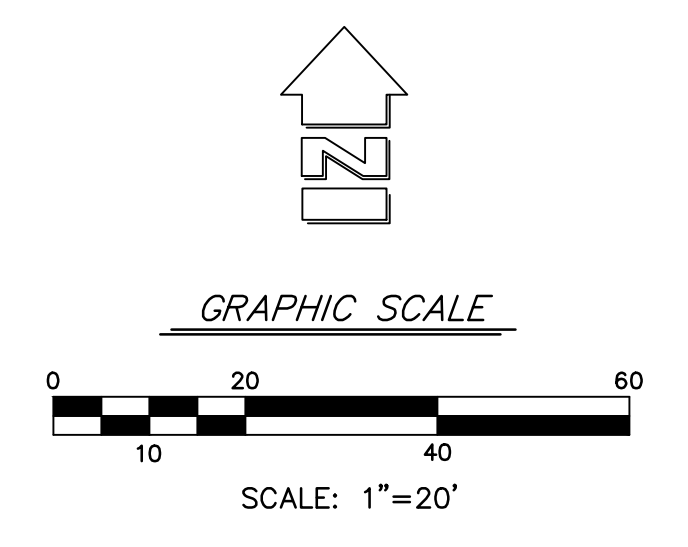


FIR AVENUE

MONTROSE AVENUE

ELM STREET

NOTE:
 SEE SHEET L103 FOR IRRIGATION LEGENDS AND PROJECT NOTES



JORDAN, GILBERT & BAIN
 LANDSCAPE ARCHITECTS, INC.
 3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 459 NORTH VENTURA AVE., VENTURA CA 93001
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 WWW.SVA-ARCHITECTS.COM

Jordan, Gilbert & Bain Landscape Architects, Inc. © 2016



CHANGE ORDER REQUEST

COR No. 616 R0

Date: 2/25/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Delete Windows At MPR

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete two windows at the MPR Building.	Santa Barbara Glass Co	-1,282
Requested By: SVA Architects		
Ref: RFI 466		
		Subtotal: -1,282
Contractual Costs		
Overhead 15%		-192
		Subtotal: -192
Total Change Order Request Amount:		-1,474

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



SANTA BARBARA GLASS COMPANY

6385 ROSE LANE SUITE B
CARPINTERIA, CA 93013

P: 805-962-7648
F: 805-966-6673

COMMERCIAL • STOREFRONTS • RESIDENTIAL

Change Order #:

Santa Barbara Glass Representative:
Dan Hope

We have reviewed the original contract and / or statement of work and have determined that the work requested is a change from those original documents. Both parties as signified by the signatures on this letter have agreed upon this change order, described in detail below.

Account Address:
Bernards
Bernards
555 First Street
San Fernando, Ca 91340
818-361-9208 fax

Job Name:
Elm Street Elementary School

At MPR Building per RFI 466:

Delete 2 Windows at West Elevation

NOTE: Comp Channel Sub Frame was received for these windows prior to direction to delete.

Subtotal this COR \$-1,282.20

Total	\$-1,282.20
--------------	--------------------

_____ Date _____
Santa Barbara Glass Representative

Accepted Date: _____

X _____
Change Order Accepted by



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 466

Project: Elm Elementary School Reconstruction Project

Date: 07-12-18

Discipline: Architectural

Subject: Windows on West Elevation of MPR Building

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A2-21.1	4	West Elevation

QUESTION

Per the conversation between BBC, and SVA, please confirm that the clouded windows (in next page) on West elevation of MPR building is to be eliminated

ANSWER

Confirmed to delete the two windows on the attached sketch
Tom Bardwell
SVA Architects
7/26/18

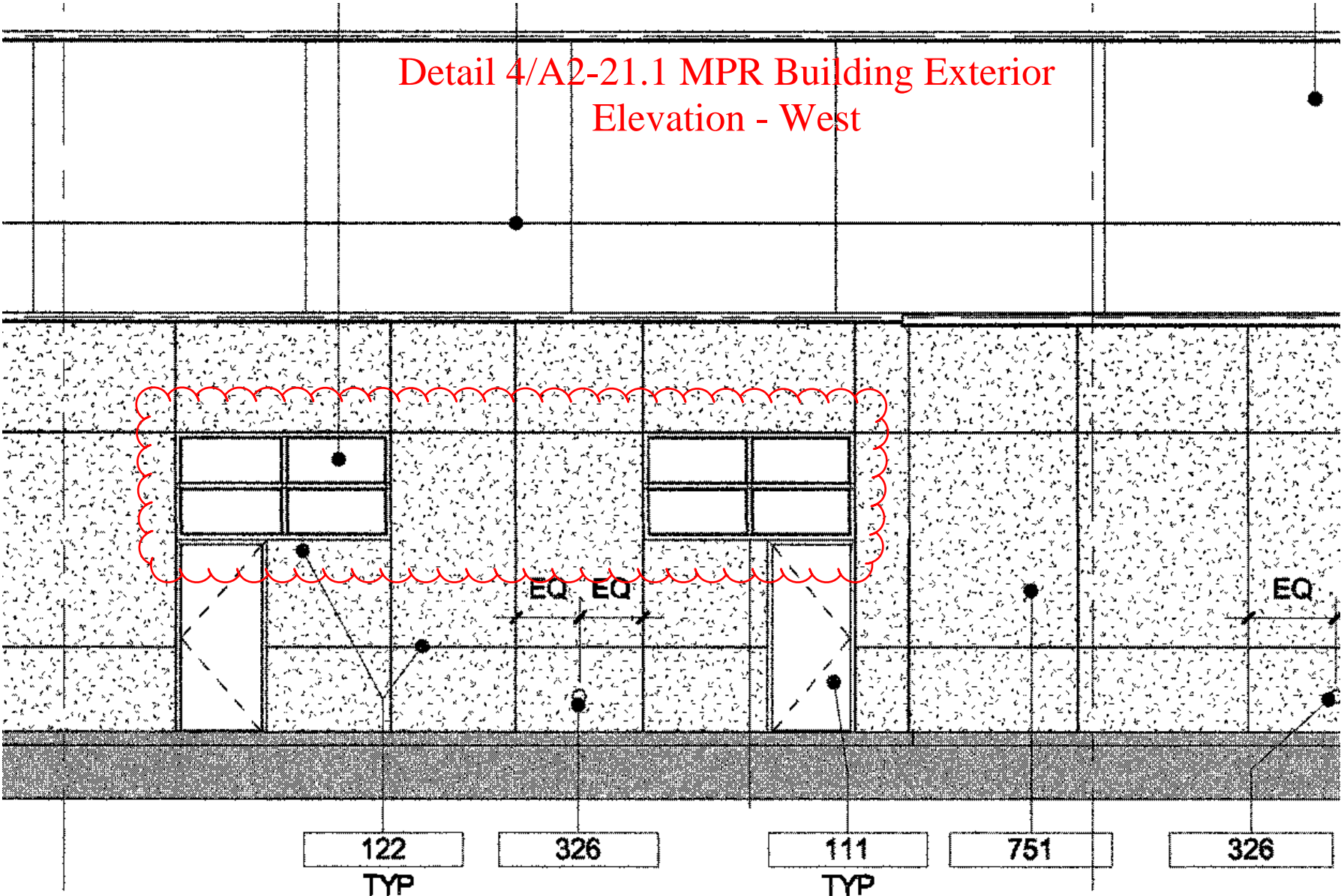
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	7/26/2018
Santa Barbara Glass Co	Ed Dickson	7/26/2018
Abdellatif Enterprises Inc	Hazem Abdella8f	7/26/2018
Sheward & Son & Sons	Jesse Russ	7/26/2018
Eberhard Inc	Mike Williams	7/26/2018
Perlite Plastering Co Inc	Ryan Heck	7/26/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards

Detail 4/A2-21.1 MPR Building Exterior
Elevation - West





CHANGE ORDER REQUEST

COR No. 618 R0

Date: 2/25/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 483

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete fire smoke dampers above the Workrooms in the Kindergarten.	Sheldon Mechanical Corp	-927
Reason: Not required.		
Requested By: SVA Architects		
Ref: RFI 483		
		Subtotal: -927
Contractual Costs		
Overhead 15%		-139
		Subtotal: -139
Total Change Order Request Amount:		-1,066

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



SHELDON MECHANICAL CORPORATION

February 21, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #19 RFI #483 Fire Dampers in Rm. 4-105 & 4-110 are not required

Dear Kyle,

Attached is our itemized credit for omitting (2) Fire Dampers in the Kindergarten Building, Rooms 4-105 & 4-110 per RFI #483.

Credit for SMC COR #19 is \$927.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38



SHELDON MECHANICAL CORPORATION

Project			Date	
Elm Street Elementary SMC COR #19			2/21/2019	
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
DFI Invoice				\$ 105.00
SUBTOTAL				\$ 105.00
MAJOR QUOTATIONS:				
EQUIPMENT:				
Haldeman 2 Fire Dampers				\$ 150.00
SUBTOTAL				\$ 150.00
SALES TAX:				
Material Total	\$ 105.00	%	9.50%	\$ 9.98
Major Quotations Total	\$ 150.00	%	7.75%	\$ 11.63
SUBTOTAL				\$ 21.60
FIELD LABOR:				
Install 2 Fire Dampers				
Foreman		3 *	\$ 118.70	\$ 356.10
Journeyman		3 *	\$ 97.98	\$ 293.94
SUBTOTAL				\$ 650.04
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
SUBTOTAL				\$ -
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 926.64
OVERHEAD MARKUP				
Flat Rate Markup	\$ 926.64	*		\$ -
Material	\$ 105.00			\$ 105.00
Major Quotations	\$ 150.00			\$ 150.00
Sales Tax	\$ 21.60			\$ 21.60
Direct Field Labor	\$ 650.04			\$ 650.04
Specialized labor	\$ -			\$ -
Direct Job Expenses	\$ -			\$ -
Sub Contracts	\$ -			\$ -

JOB TOTAL				\$	926.64
BOND		*	1.00%	\$	-
BID TOTAL				\$	926.64



2937 Tanager Ave, Commerce, CA 90040; Phone: (323) 726-7011; Fax: (323) 726-1644
5750 Kearny Villa Road, San Diego, CA 92123; Phone: (858) 737-7960; Fax: (858) 737-6972

QUOTE NO: QQ23131-00 JOB NAME: Elm Street Elementary School - RFI 483
BID DATE: 02/21/2019 LOCATION: Oxnard
CUSTOMER: Sheldon Mechanical PRICED BY: Obed Ceballos

TERMS: NET 10TH PROX FREIGHT: PREPAID SALES TAX: EXCLUDED QUOTE VALID FOR: 30 DAYS

Qty	Description
2	Ruskin DIBD20 style R curtain style dynamic type fire damper with sleeve, mounting angles - 10"

NET LOT PRICE (2) pcs \$150.00

EXCLUSION: ALL OTHER ACCESSORIES NOT INDICATED ON THIS QUOTATION.
PRODUCTS MUST SHIP WITHIN 90 DAYS OF QUOTE DATE.

This quotation is conditioned upon your acceptance of Haldeman Inc.'s standard terms & conditions of sale, a copy of which is available upon request.



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 483

Project: Elm Elementary School Reconstruction Project

Date: 07-30-18

Discipline: Mechanical

Subject: Fire Dampers in Rm.4-105 & 4-110 are not required

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M41.1		

QUESTION

Per the conversation with the IOR and Bernards the fire dampers in Rm 4-105 & 4-110 are not required as it is not a fire rated ceiling. (See attached) Please confirm.

ANSWER

Confirmed.
Tom Bardwell
SVA Architects
8/6/18

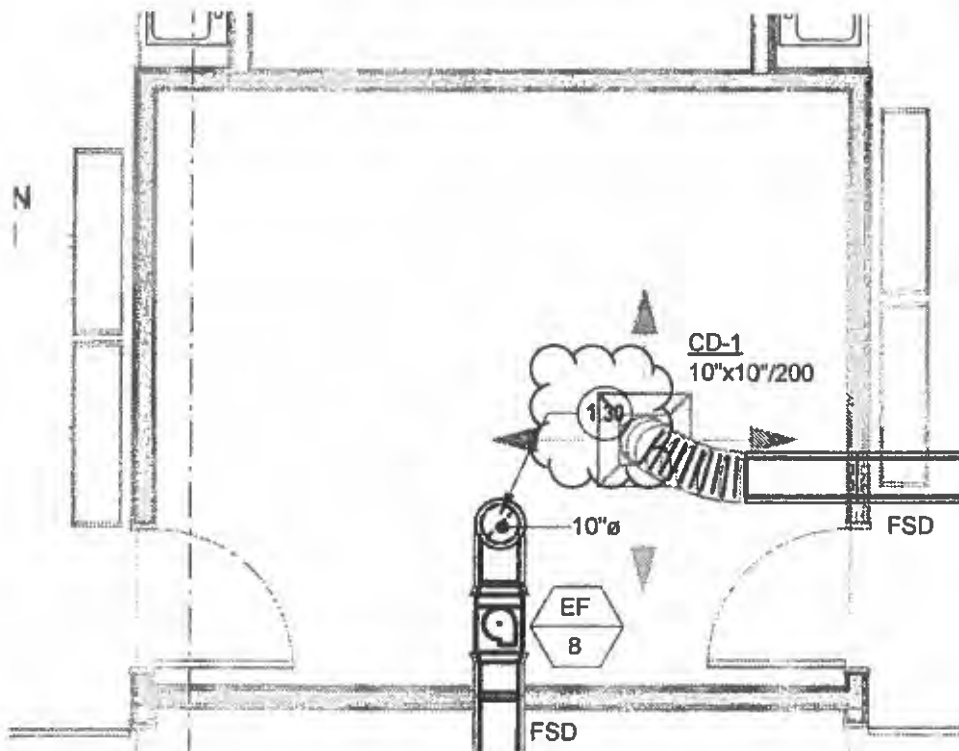
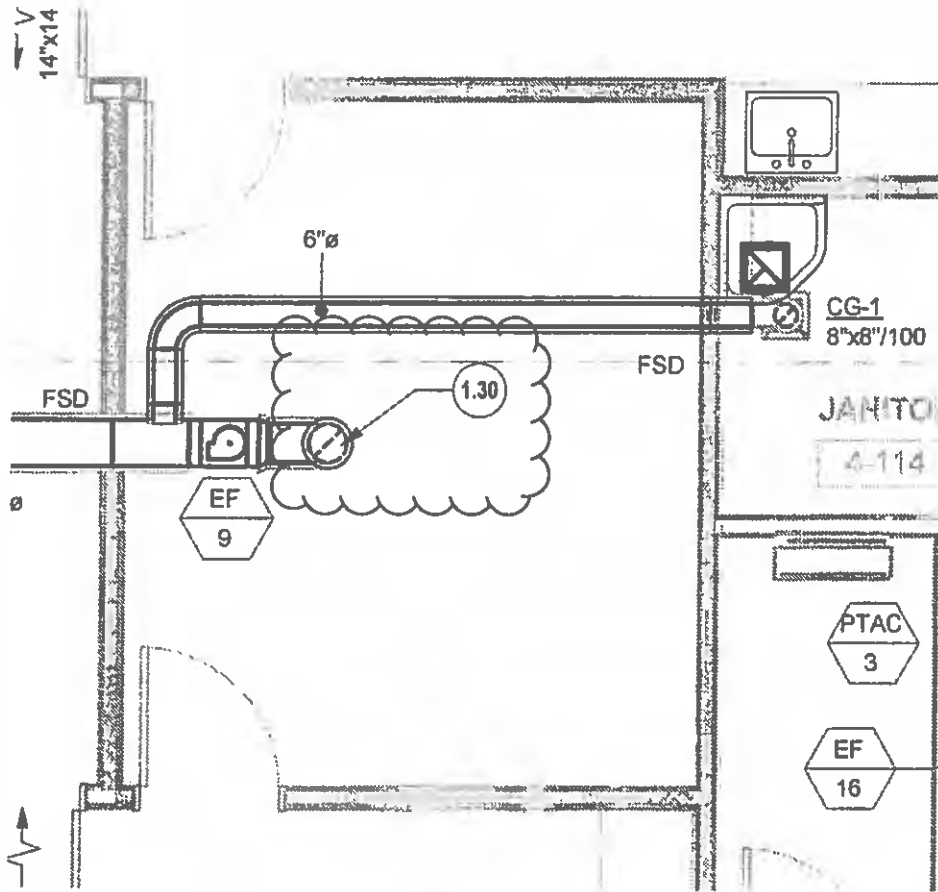
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	8/7/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Kyle Ramin - Bernards

Submitted By: Gina Sierra - Bernards





REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 483

Project: Elm Elementary School Reconstruction Project

Date: 07-30-18

Discipline: Mechanical

Subject: Fire Dampers in Rm.4-105 & 4-110 are not required

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M41.1		

QUESTION

Per the conversation with the IOR and Bernards the fire dampers in Rm 4-105 & 4-110 are not required as it is not a fire rated ceiling. (See attached) Please confirm.

ANSWER

Confirmed.
Tom Bardwell
SVA Architects
8/6/18

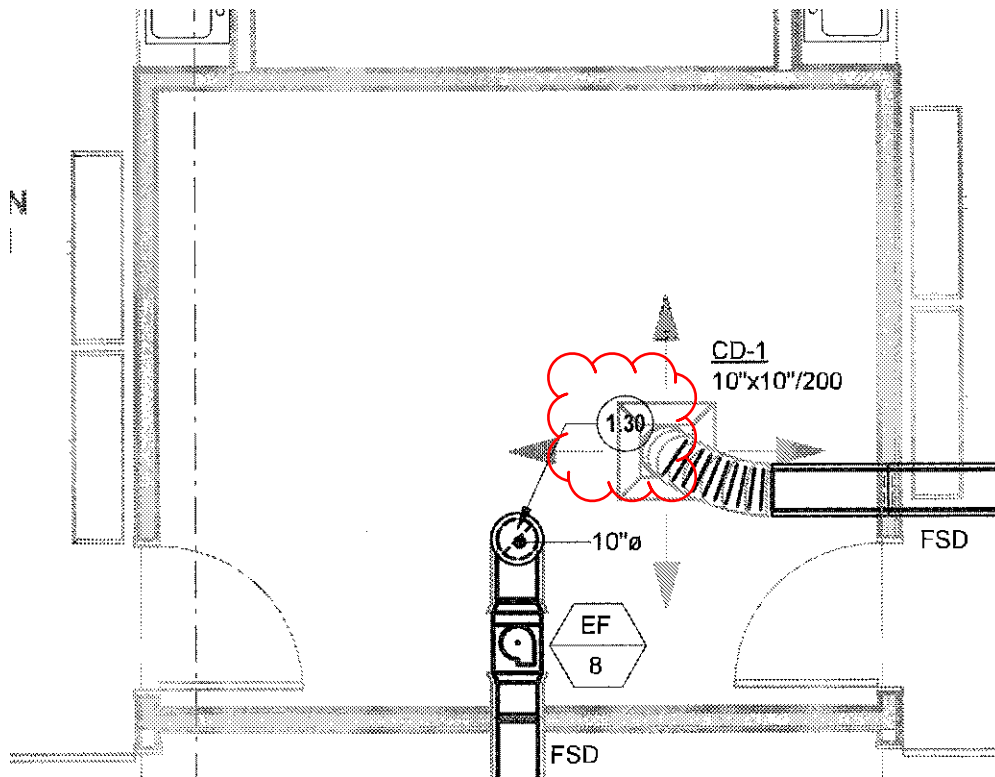
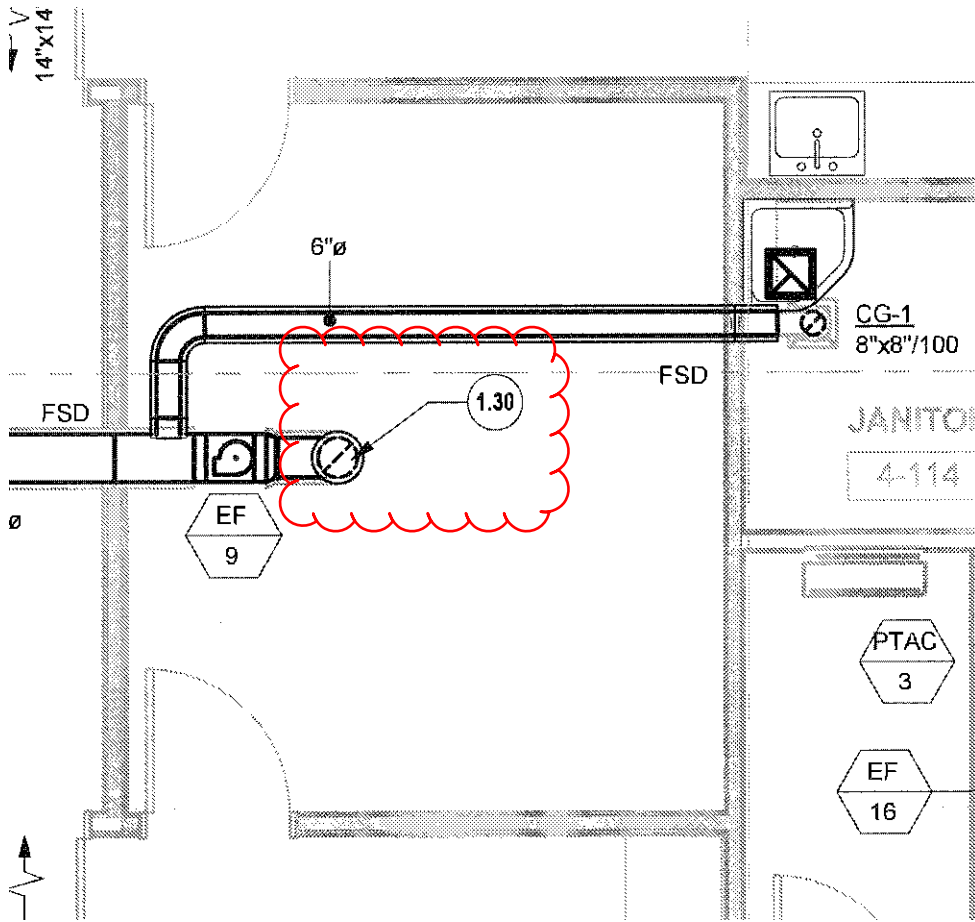
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	8/7/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Kyle Ramin - Bernards

Submitted By: Gina Sierra - Bernards



HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Journeyman
 Project: _____
 Rate Effective Through June 30, 2019 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 44.28	\$ 66.42	\$ 88.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
Hourly Payroll Tax & Insurance Subtotal	\$ 9.89	\$ 14.83	\$ 19.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	\$ 15.18	\$ 17.17	\$ 19.17
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.98	\$ 127.05	\$ 156.13
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 97.98	\$ 127.05	\$ 156.13

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Foreman
 Project: _____
 Rate Effective Through: June 30, 2019 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 50.48	\$ 75.72	\$ 100.96
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	\$ 11.27	\$ 16.91	\$ 22.54
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	\$ 28.32	\$ 30.59	\$ 32.87
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.70	\$ 151.85	\$ 185.00
General Liability Insurance	\$ -	\$ -	\$ -
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.70	\$ 151.85	\$ 185.00

HOURLY LABOR COST RATES

Sub/Contractor: <u>Sheldon Mechanical Corp.</u>	Trade: <u>HVAC (Sheet Metal)</u>
Effective Date: _____	Classification: <u>Foreman/Detailer</u>
Project: _____	
Rate Effective Through: <u>June 30, 2019</u>	Union : <input type="checkbox"/> Non Union: <input type="checkbox"/>

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	<u>\$ 50.48</u>	<u>\$ 75.72</u>	<u>\$ 100.96</u>
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	<u>\$ 11.27</u>	<u>\$ 16.91</u>	<u>\$ 22.54</u>
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	<u>\$ 28.63</u>	<u>\$ 28.63</u>	<u>\$ 28.63</u>
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ -	\$ -	\$ -
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.89	\$ 5.21	\$ 6.54
Hourly Other Subtotal	<u>\$ 6.80</u>	<u>\$ 9.07</u>	<u>\$ 11.35</u>
Total Hourly Labor Cost Rate (A+B+C+D)	<u>\$ 97.18</u>	<u>\$ 130.33</u>	<u>\$ 163.48</u>
General Liability Insurance	<u>\$ 0.17</u>	<u>\$ 0.22</u>	<u>\$ 0.28</u>
Total Hourly Labor Cost Rate + G.L. Insurance	<u>\$ 97.35</u>	<u>\$ 130.55</u>	<u>\$ 163.76</u>



CHANGE ORDER REQUEST

COR No. 627 R0

Date: 3/22/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Gazebo Framing Credit

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete gazebo framig at Kindergarten	Abdellatif Enterprises Inc	-9,099
Requested By: CFW		
		Subtotal: -9,099
Contractual Costs		
Overhead 15%		-1,365
		Subtotal: -1,365
Total Change Order Request Amount:		-10,464

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

104

DATE: February 22, 2019

PROJECT: Elm Street Elementary School

Credit for Gazebo at the Kindergarten

Description	Qty	Unit	Unit Price	Extension
6x12x16	4		\$ 129.60	\$ 518.40
6x12x14	4		\$ 113.40	\$ 453.60
4x12x20	4		\$ 116.35	\$ 465.50
2x12x10	24		\$ 20.36	\$ 488.64
1/2x4x8 CDX	20		\$ 27.52	\$ 550.40
Material Subtotal				\$ (2,476.54)
Material Sales Tax			7.75%	\$ (191.93)
CA Additional Lumber Assessment			1.00%	\$ (24.77)
Freight				
Material Total				\$ (2,693.24)
Equipment				
Labor Journeyman	72	hour	\$ 72.48	\$ (5,218.56)
Subtotal				\$ (7,911.80)
Profit & Overhead			15%	\$ (1,186.77)
Change Order Total				\$ (9,098.57)



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



CHANGE ORDER REQUEST

COR No. 634 R0

Date: 3/22/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Roof Hatch Credit

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit for deleted roof hatch at Classroom Building.	Merit Metal Products Inc	-650
Reason: Roof hatch was deleted because Classroom Building has sloped roof.		
Requested By: CFW		
		Subtotal: -650
Contractual Costs		
Overhead 15%		-98
		Subtotal: -98
Total Change Order Request Amount:		-748

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

MERIT METAL PRODUCTS, INC.

3461 Galaxy Place, Oxnard, CA 93030
Phone: 805.981.9747 Fax: 805.981.9659
www.meritmetalproducts.com



Contractors License # 475878 C39 & C43
IR Registration #1000005443

Estimator: Steve Reno Cell: 805.377.5761
sreno@meritmetalproducts.com

CREDIT #1

February 23, 2019

To: Bernards Bros., Inc.
555 First Street
San Fernando, CA 91340

Project: Elm Elementary School Reconstruction Project
450 E. Elm Street
Oxnard, CA 93033

Credit includes the following:

Deduct 1 roof hatch with ladder up -\$650.00

TOTAL PRICE FOR CREDIT #1: -\$650.00

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

#16-199

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of **\$97,112.00** per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)** pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice 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

#16-199

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.

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

#16-199

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

#16-199

- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

#16-199

EXHIBITS A and B

Scope of Work

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS

	PLAN SHEET DATE
GEN-1 SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2 GENERAL NOTES	1/8/2016
GEN-3 PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4 COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5 SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6 ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01 TITLE SHEET	4/8/2016
C-02 DETAIL SHEET	4/8/2016
C-03 DETAIL SHEET	4/8/2016
C-04 DETAIL SHEET	4/8/2016
C-05 DEMOLITION PLAN	4/8/2016
C-06 PRECISE GRADING	4/8/2016
C-07 PRECISE GRADING	4/8/2016
C-08 UTILITY PLAN	4/8/2016
C-09 STORM DRAIN PLAN	4/8/2016
C-10 STORM DRAIN DETAILS	4/8/2016
C-11 STORM DRAIN DETAILS	4/8/2016
C-12 STORM DRAIN DETAILS	4/8/2016
C-13 STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1 PROJECT DATA	1/8/2016
A0-1.0 CAMPUS PLAN	1/8/2016
A0-1.1 SITE PLAN	1/8/2016
A0-1.2 FIRE ACCESS PLAN	1/8/2016
A0-1.3 ENLARGED SITE PLANS	1/8/2016
A0-2.1 CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2 MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3 ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4 KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS**

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Environmental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY
 Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES

**Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033**

**Lease/Leaseback
December 9, 2016**

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES



ALLOWANCES

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
December 9, 2016

Schedule of Allowances Included in Proposal		
1	Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 60,000
5	Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
TOTAL ALLOWANCES		\$ 960,000

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1" Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Drip/line Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.		
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete		Elm Street Elementary School Reconstruction			Job Number	Elm
					Bid Date	12/7/2016
		Subcontractors			Date Printed	12/6/2016
Description	Santa Clarita Concrete	JT Wimsatt				
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Loyd Tansing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A0 1.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4						
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel					
Elevator Sill Angle & Threshold	Included	1,200					
Roof Access Ladders - 2/A64.4	Included	Included					
Bldg 1 - Classroom (1)	Included	Included					
Bldg 2 - MPR (1)	Included	Included					
Bldg 3 - Admin (1)	Included	Included					
Fixed Sun Screens	Included	Included					
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included					
Bldg 1 - Classroom (8)	Included	Included					
Bldg 2 - MPR (6)	Included	Included					
Bldg 3 - Admin (2)	Included	Included					
Bldg 4 - Kindergarten (2)	Included	Included					
TOTALS	501,400	504,880	0	0	0	0	
Recommendation:	Amount						
Ironman, Inc	501,400						

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
Glu-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor Bldg 1 - Classroom	3,200	3,200			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	WS Kiem	Abdellatif Ent.	JF Construction		
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - 5701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admln	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	WS Kiem	Abdellatif Ent.	JF Construction			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included				
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included				
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650				
Fixed Sun Screens	Included	Included				
Fire Treated Lumber	Included	Included				
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included				
4x4 & 4x6 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included				
4x6 & 4x10 Blocking per 3/S601	Included	Included				
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included				
4x10 & 6x10 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
Simpson Hardware	Included	Included				
4x Blocking	Included	Included				
Bldg 1 - Classroom	Included	Included				
Window Shades (8)	Included	Included				
Bldg 2 - MPR	Included	Included				
Window Shades (6)	Included	Included				
Entrance Canopies (1)	Included	Included				
Bldg 3 - Admin	Included	Included				
Window Shades (2)	Included	Included				
Entrance Canopies (2)	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Window Shades (2)	Included	Included				
FRP Panels - Miller Paneling	10,400	10,400				
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included				
Janitors Closets (Not Shown)	Included	Included				
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included				
Bldg 4 - Janitors Closet - 114	Included	Included				
TOTALS	2,984,977	2,997,004	0	0	0	0
Recommendation:	Amount					
WS Kiem	2,984,977					

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten Rms - 114, 115, 116	In Above In Above	In Above In Above	In Above In Above	In Above In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RF1 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			

Bid Evaluation Report



Sheet Metal & Metal Panels		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
		Subcontractors				Date Printed	12/6/2016
Description	R&J SM	Merit Metal Products					
Bldg 2 - MPR (1)	Included	Included					
Bldg 3 - Admin (1)	Included	Included					
GFRC Panels - RFI 50							
Bldg 2 - MPR - A2-11.2	12,697	12,697					
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above					
Bldg 3 - Admin	14,127	14,127					
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above					
TOTALS	220,506	223,824	0	0	0	0	
Recommendation:		Amount					
R&J SM		220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm	
	Subcontractors			Bid Date	12/7/2016	
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016	
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Hollow Metal Doors and Frames	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site						
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 3 - Admin - A3-52.1	Included	Included	Included			
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included			
Install HM Doors	Included	Included	Included			
Install HM Frames	In Drywall	In Drywall	In Drywall			
Install Wood Doors	Included	Included	Included			
Door Hardware	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
Misc. Door Hardware	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
TOTALS	291,898	237,835	236,830	0	0	0
Recommendation:	Amount					
Construction Hardware	236,830					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				



Bid Evaluation Report

Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaprosheild	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Description	Subcontractors			Date Printed	12/6/2016	
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljay Acoustics	Date Printed	12/6/2016
					Calif-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics	
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736	
Recommendation:		Amount					
Cali-USA Acoustics		190,736					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Call-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	650	650	650	650	650	
VCT in Elevator Cab per 7/Gen-6	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
Description		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
						Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RFI 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	In Above	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Guy Smithson	Pacific Painting Co	ISR Painting			
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	60 Days	Included	Included		
Prequalification per Bid Invite	Included	Included	Included	Included		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	3,000		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Elm Street Elementary School Reconstruction					Job Number	Elm
					Bid Date	12/7/2016
Site Utilities					Date Printed	12/6/2016
					Subcontractors	
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included Plans and Specs Dated: 8/1/2016 & 4/22/2016 Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Included	Included	Included	Included	15 Days	
Attachment C Acknowledgement	Yes	Yes	Yes	Yes	Included	
	Included	Included	Included	Included	Yes	
Plumbing					Included	
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	Included	Included	Included	Included	Included	
HW / CW Piping	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheidon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction					Job Number	Elm
	Subcontractors					Bid Date	12/7/2016
Description	Smith Elec.	Acco. Eng.	United Mech.	Sheldon Mech.	Climate Control	Date Printed	12/6/2016
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included		
Spring Isolation Hangers	Included	Included	Included	Included	Included		
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included		
Metal Ducts / Duct Work	Included	Included	Included	Included	Included		
Duct Liner	Included	Included	Included	Included	Included		
Supply & Return Air Plenums	Included	Included	Included	Included	Included		
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included		
Wall Louvers	Included	Included	Included	Included	Included		
Duct Insulation	Included	Included	Included	Included	Included		
Fire / Smoke Dampers	Included	Included	Included	Included	Included		
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included		
Mechanical Identification	Included	Included	Included	Included	Included		
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included		
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included		
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included		
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000	15,000	15,000		
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673		0
Recommendation:	Amount						
Sheldon Mech.	1,226,000						

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MPR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcom	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewill-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
				Date Printed	12/6/2016	
Description	Subcontractors					
	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-I: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

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

SECTION D: ACTION _____

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

Ratification of Change Order No. 007 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

This change order addresses modifications to the Elm Elementary School Project framing. COR 191 is for structural revisions to the framing of the sunshades over the windows. These revisions are code-required. COR's 518 and 539 are for work associated with district-requested additional TV monitors and additional casework in the health office. Change Order No. 007 provides for the Board's ratification of three (3) change order proposals with the following scope of work:

- COR No. 191- Exterior Sunshade Revision
- COR No. 518- Add Backing for Casework at Health Office
- COR No. 539- Add backing for Admin TVs

FISCAL IMPACT

Twenty-Two Thousand Six Hundred Seventy-Four Dollars and Zero Cents (\$22,674.00) to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$22,674.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 007 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

- Attached:
- Change Order #007, Bernards Bros Inc. (2 Pages)
 - COR No. 191 - Exterior Sunshade Revision (19 Pages)
 - COR No. 518 – Add Backing for Casework at Health Office (6 Pages)
 - COR No. 539 – Add Backing for Admin TV's (5 Pages)
 - Construction Services Agreement #16-199 (108 Pages)



CHANGE ORDER

Date: 6.5.2019

CHANGE ORDER NO. 007

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 16-199

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
6 Hutton Centre Drive, Ste. 1150
Santa Ana, CA 92707

CONTRACTOR:
Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 2013-40159
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 2,420,208.00
ADJUSTED CONTRACT SUM.....	\$ 25,727,094.00
<u>NET CHANGE -</u>	<u>\$ 22,674.00</u>
Total Change Orders to Date: 007.....	\$ 2,442,882.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 007.....	\$ 25,749,768.00

Commencement Date: January 30, 2017
Original Completion Date: October 16, 2018
Original Contract Time: 661 Calendar Days
Time Extension for all Previous Change Orders: 000 Calendar Days
Time Extension for this Change Order: 000 Calendar Days
Adjusted Completion Date: October 16, 2018

Percentage (10.48%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 191- Exterior Sunshade Revision			\$21,129.00	
2.	COR No. 518- Add Backing for Casework at Health Office		\$615.00		
3.	COR No. 539- Add backing for Admin TVs		\$930.00		
	TOTAL		\$1,545.00	\$21,129.00	

Total Change Order No. 007 \$ 22,674.00

****NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR***

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 191 R0

Date: 1/29/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Sun Shade CCD 15

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to remove plywood, hardware trimmers, and reframe window openings.	Abdellatif Enterprises Inc	18,373
Reason: Sunshade design and attachment was revised per CCD 15. This is rework not included in the original scope.		
Requested By: SVA Architects		
Ref: CCD-A 15		
		Subtotal: 18,373
Contractual Costs		
Overhead 15%		2,756
		Subtotal: 2,756
Total Change Order Request Amount:		21,129

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

58

DATE: May 21, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with CCD 15 - remove plywood, hardware trimmers and reframe window opening

Description	Qty	Unit	Unit Price	Extension
4x6x18	12			\$ 617.76
4x10 fire treated	56'			\$ 369.60
1/2x4x8 CDX plywood	12			\$ 354.82
4x4x4 Fire treated	4			\$ 40.00
SDS 6"	268			\$ 216.11
3/8x8" lag HDG	90		\$ 0.893	\$ 80.33
1 1/2x.131 positive placement nails	1		\$ 30.000	\$ 30.00
HUD5	4		\$ 18.357	\$ 73.43
HUCTF46	4		\$ 55.541	\$ 222.16
5/8x24" allthread	4		\$ 1.365	\$ 5.46
1/2x4" MB HDG	8		\$ 1.028	\$ 8.22
1/2" nuts	8		\$ 0.08	\$ 0.62
A35	96		\$ 0.24	\$ 23.04
A35Z	24		\$ 0.37	\$ 8.87
SDS 5"	60			\$ 59.65
Material Subtotal				\$ 2,110.07
Material Sales Tax			7.75%	\$ 163.53
CA Additional Lumber Assessment			1.0%	\$ 13.82
Freight				\$ -
Material Total				\$ 2,287.43
Equipment				\$ -
Labor	176	hour	\$ 72.48	\$ 12,756.48
Labor Foreman	12	hour	\$ 77.79	\$ 933.48
Subtotal				\$ 15,977.39
Profit & Overhead		15%		\$ 2,396.61
Change Order Total				\$ 18,373.99



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Foreman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$44.25	\$66.38	\$22.13	\$88.50	\$44.25
2.) F.I.C.A	0.077	\$3.81	\$5.51	\$1.69	\$7.20	\$3.39
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.18	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.09	\$4.46	\$1.37	\$5.83	\$2.74
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$6.17	\$6.17	\$0.00	\$6.17	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$1.50	\$1.50	\$0.00	\$1.50	\$0.00
15.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$77.79	\$103.16	\$25.37	\$128.53	\$50.74
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$77.79	\$103.16	\$25.37	\$128.53	\$50.74

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B


This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Elm Street Elementary School	DSA App. #: 03 - 116407

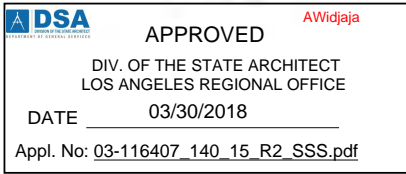
APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #15	Date Submitted: 02/26/18	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (4 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva-architects.com	Phone Number: (949) 809-3380	
Address: 3 Mac Arthur Place, Suite 850		
City: Santa Ana	State: Ca	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

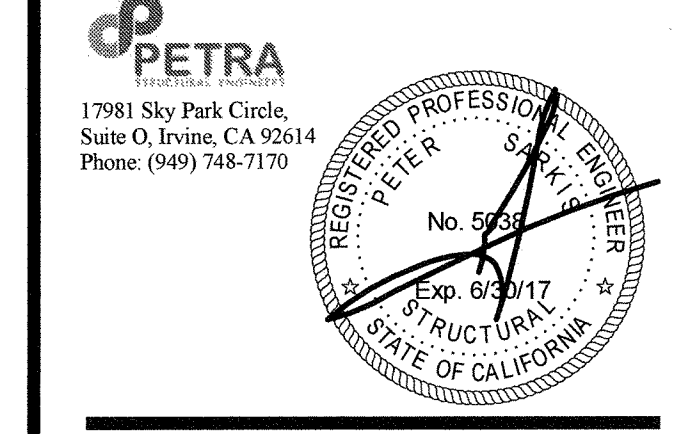
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature:  _____
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: <input checked="" type="checkbox"/> To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.
Brief description of construction change (attach additional sheets if needed): Refer to the following updated plan S-132 (SKS-1 - SKS-2A) and SKS-3 for updated and new sun shade details at Admin Building.
List of DSA approved drawings affected by this CCD: See attached sheets

DSA USE ONLY	DSA Stamp
SSS A. Widjaja Date 03/30/2018 <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd FLS <input checked="" type="checkbox"/> Date _____ Approved / <input type="checkbox"/> Disapproved / <input checked="" type="checkbox"/> Not Req'd ACS <input checked="" type="checkbox"/> Date _____ Approved / <input type="checkbox"/> Disapproved / <input checked="" type="checkbox"/> Not Req'd Remarks: DSA APPROVAL FOR "CLOUDED" PORTION ONLY.	For business office use only Date Sent _____ Return By _____ Delivery Method _____  DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE DATE 03/30/2018 Appl. No: 03-116407_140_15_R2_SSS.pdf



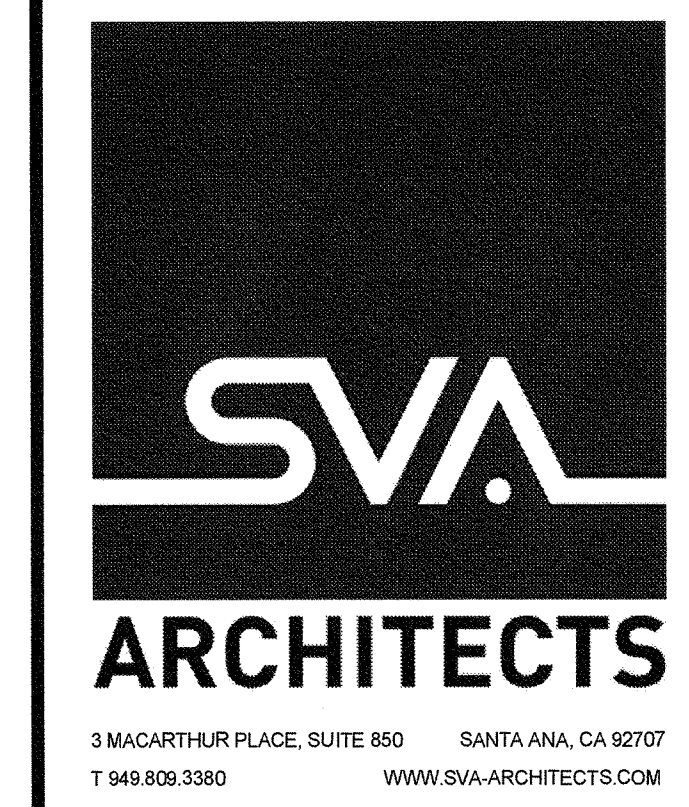
IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES
A# 03-116407
 AC FLS SS
 DATE AUG 01 2016

REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016
PROJECT NO: 2013-75
SCALE:

SHEET NUMBER: S-132
SHEET TITLE: ADMIN - BLDG 3 - ROOF FRAMING PLAN



3 MACARTHUR PLACE, SUITE 650 SANTA ANA, CA 92707
 T 949.808.3380 WWW.SVA-ARCHITECTS.COM
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- FOR GENERAL NOTES AND ABBREVIATIONS SEE SHEETS S-001 AND S-002
 - FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
 - FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
 - REFER TO ARCHITECTURAL DRAWINGS FOR CURBS, RAMPS, DRAINS, EXTERIOR SLABS, PITS, SWALES, TRENCHES, OPENINGS, DIMENSIONS, TOP OF SHEATHING & TOP OF PARAPET ELEVATIONS NOT SHOWN ON PLANS, ETC.
 - VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
 - CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
 - TYPICAL FLOOR SHEATHING: (CLASSROOM BUILDING)
 23/32" PLYWOOD RATED SHEATHING 24/48, EXPOSURE 1 CDX GRADE, UNBLOCKED W/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 - TYPICAL ROOF SHEATHING: (CLASSROOM BUILDING)
 15/32" PLYWOOD RATED SHEATHING 24/48, EXPOSURE 1 CDX GRADE, UNBLOCKED W/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 - SPECIAL ROOF SHEATHING AT MPR BETWEEN GRIDS 3 & 4
 15/32" PLYWOOD RATED SHEATHING 24/48, EXPOSURE 1 CDX GRADE, BLOCKED W/ MIN 2x FRAMING 10d @ 6" OC AT BOUNDARIES AND ALL PANEL EDGES PER DETAIL 18/S-622 (TYP UNO)

- PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = 2.0x10⁶ PSI OR E = 2.2x10⁶ PSI AS SHOWN
- RT OR GT INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MFR OVER LENGTH OF MEMBER.
- ALL EXTERIOR STUDS SHALL BE 2x6 DF, No. 2 @ 16" OC UNO ALL EXTERIOR STUDS SHALL BE PER ARCHITECTURAL SCHEDULE @ 16" OC MAX. WALL STUDS AROUND ELEVATOR SHALL BE @ 12" OC ALL EXTERIOR WALLS BETWEEN GRID 3 AND 4 IN THE MPR BUILDING SHALL BE 3x8 MIN @ 16" OC MAX.
- SEE REDBUILT DRAWINGS FOR JOISTS SIZES AND PROFILE, AS WELL AS ANY BRACING AND BRIDGING TYPE, SPACING AND DETAILING AS REQUIRED DURING CONSTRUCTION OR PERMANENTLY TO RESIST GRAVITY AND WINDS LOADS.
- PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

- FRAMING LEGEND**
- HDR HEADER PER DETAILS 1 & 2/ S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
 - 6x FLUSH BEAM DEPTH OF BEAM MATCHES JOIST DEPTH. AT PERPENDICULAR WALL, PROVIDE POST TO MATCH BEAM WIDTH & WALL DEPTH, SEE DETAIL 3/S-602
 - 6x DROP BEAM, ALIGN TOP BEAM w/ BOTTOM OF JOISTS. AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
 - RT = ROOF TRUSSES
 FJ = FLOOR JOIST
 RR = ROOF RAFTER
 SEE JOIST SCHEDULE BELOW
 - SHEAR PANEL EXTENT
 SHEAR WALL MARK PER DET 2/S-621
 MIN SHEAR WALL LENGTH
 - 4x HDU INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
 - HOLD-DOWN MARK TO WOOD POST PER DET 4/S-621
 - CONSTRUCTION NOTE PER KEY
 - TPS-1 INDICATES TOP PLATE SPLICE PER DET 18/S-621

- CONSTRUCTION NOTE KEY**
- INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.1/8" OC
 - INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
 - INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC
 - INDICATES SIMPSON CMST12 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC

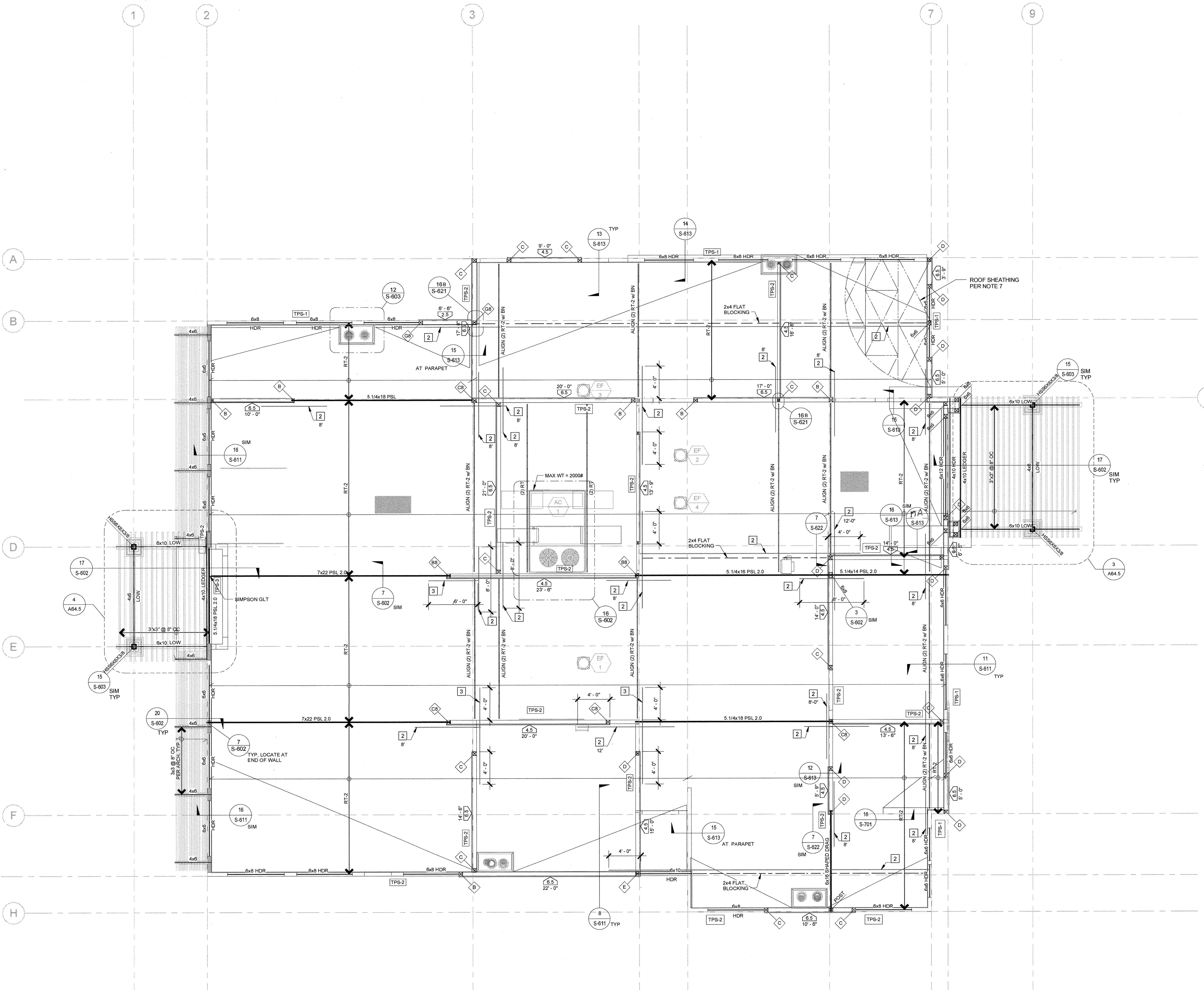
JOIST SCHEDULE

MARK	SIZE	SPACING	MAX LENGTH
RT	16" OWJ RED-W	24" OC	32'-0"
RT-2	14" RED-105	24" OC	23'-0"
RR	2x12	24" OC	18'-0"
RR	2x12	16" OC	20'-0"
RR	2x12	12" OC	22'-0"
RT-3 (LL=20PSF)	20-33-20 OWJ RED W	16" OC	55'-0"
FJ (LL=50 PSF)	20" RED-190HS	16" OC	33'-0"

NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.

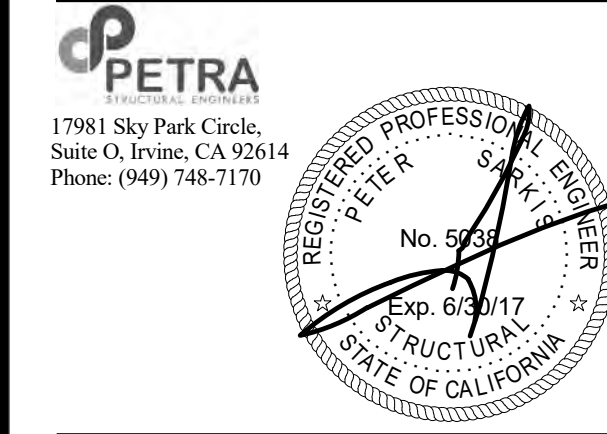
HOLD-DOWN SCHEDULE

SYMBOL	POST SIZE	HOLD-DOWN	SYMBOL	POST SIZE	HOLD-DOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	EB	6X8	HD12
C	6X8	HDU8	FB	6X8	HD19
D	6X8	HDU11	GB	6X8	(2) HDU11
E	6X8	HD12	HB	6X8	(2) HD12
F	6X8	HD19	JD	6X10	(2) HD19
G	6X8	(2) HDU11	HD	6X10	(2) HD12
H	6X8	(2) HD12	J2	6X12	(2) HD19
HA	4X8	HDU11	GO	6X10	(2) HDU11
HA	4X8	(2) HD12	BA	4X8	HDU5
			DB	6X8	HDU11



1 ADMIN - BLDG 3 - ROOF FRAMING PLAN
 SCALE: 3/16" = 1'-0"

AS APPROVED
DSA A#03-116407
CCD #015



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407
 AC FLS SS
 DATE

REVISIONS:

NO.	DESCRIPTION	DATE
15	CCD #015	11/01/2017
16	CCD #016	12/19/2014
22	CCD #022	02/22/2018

DATE ISSUED: JAN 8-2016
 PROJECT NO: 2013-75
 SCALE:

SHEET NUMBER: **S-132**
 SHEET TITLE:

ADMIN - BLDG 3 - ROOF FRAMING PLAN



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 - FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
 - FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
 - REFER TO ARCHITECTURAL DRAWINGS FOR CURBS, RAMPS, DRAINS, EXTERIOR SLABS, PITS, SWALES, TRENCHES, OPENINGS, DIMENSIONS, TOP OF SHEATHING & TOP OF PARAPET ELEVATIONS NOT SHOWN ON PLANS, ETC.
 - VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
 - CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
 - TYPICAL FLOOR SHEATHING: (CLASS ROOM BUILDING)
 23/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18S-622 (TYP UNO)
 TYPICAL ROOF SHEATHING: (CLASSROOM BUILDING)
 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18S-622 (TYP UNO)
 SPECIAL ROOF SHEATHING AT MPR BETWEEN GRIDS 3 & 4
 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, BLOCKED w/ MIN 2x FRAMING 10d @ 6" OC AT BOUNDARIES AND ALL PANEL EDGES PER DETAIL 18S-622 (TYP UNO)

- PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = 2.0x10⁶ PSI OR E = 2.2x10⁶ PSI AS SHOWN
- RT OR GT INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR w/ BN 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MFR OVER LENGTH OF MEMBER.
- ALL EXTERIOR STUDS SHALL BE 2x6 DF No 2 @ 16" OC UNO ALL EXTERIOR STUDS SHALL BE PER ARCHITECTURAL SCHEDULE @ 16" OC MAX. WALL STUDS AROUND ELEVATOR SHALL BE @ 12" OC ALL EXTERIOR WALLS BETWEEN GRID 3 AND 4 IN THE MPR BUILDING SHALL BE 3x8 MIN @ 16" OC MAX.
- SEE REDBUILT DRAWINGS FOR JOISTS SIZES AND PROFILE, AS WELL AS ANY BRACING AND BRISING TYPES, SPACING AND DETAILING AS REQUIRED DURING CONSTRUCTION OR PERMANENTLY TO RESIST GRAVITY AND WINDS LOADS.
- PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

- FRAMING LEGEND**
- HDR HEADER PER DETAILS 1 & 2 / S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
 - 6x FLUSH BEAM DEPTH OF BEAM MATCHES JOIST DEPTH. AT PERPENDICULAR WALL, PROVIDE POST TO MATCH BEAM WIDTH & WALL DEPTH. SEE DETAIL 3/S-602
 - 6x DROP DROP BEAM, ALIGN TOP BEAM w/ BOTTOM OF JOISTS AT PERPENDICULAR WALL. PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
 - RT = ROOF TRUSSES
 FJ = FLOOR JOIST
 RR = ROOF RAFTER
 SEE JOIST SCHEDULE BELOW
 - SHEAR PANEL EXTENT
 SHEAR WALL MARK PER DET 2/S-621
 MIN SHEAR WALL LENGTH
 - HDU INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
 - # HOLDDOWN MARK TO WOOD POST PER DET 4/S-621
 - 1 CONSTRUCTION NOTE PER KEY
 - TPS-1 INDICATES TOP PLATE SPLICE PER DET 18/S-621

- CONSTRUCTION NOTE KEY**
- INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.18" OC
 - INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
 - INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.12" OC
 - INDICATES SIMPSON CMST12 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.12" OC

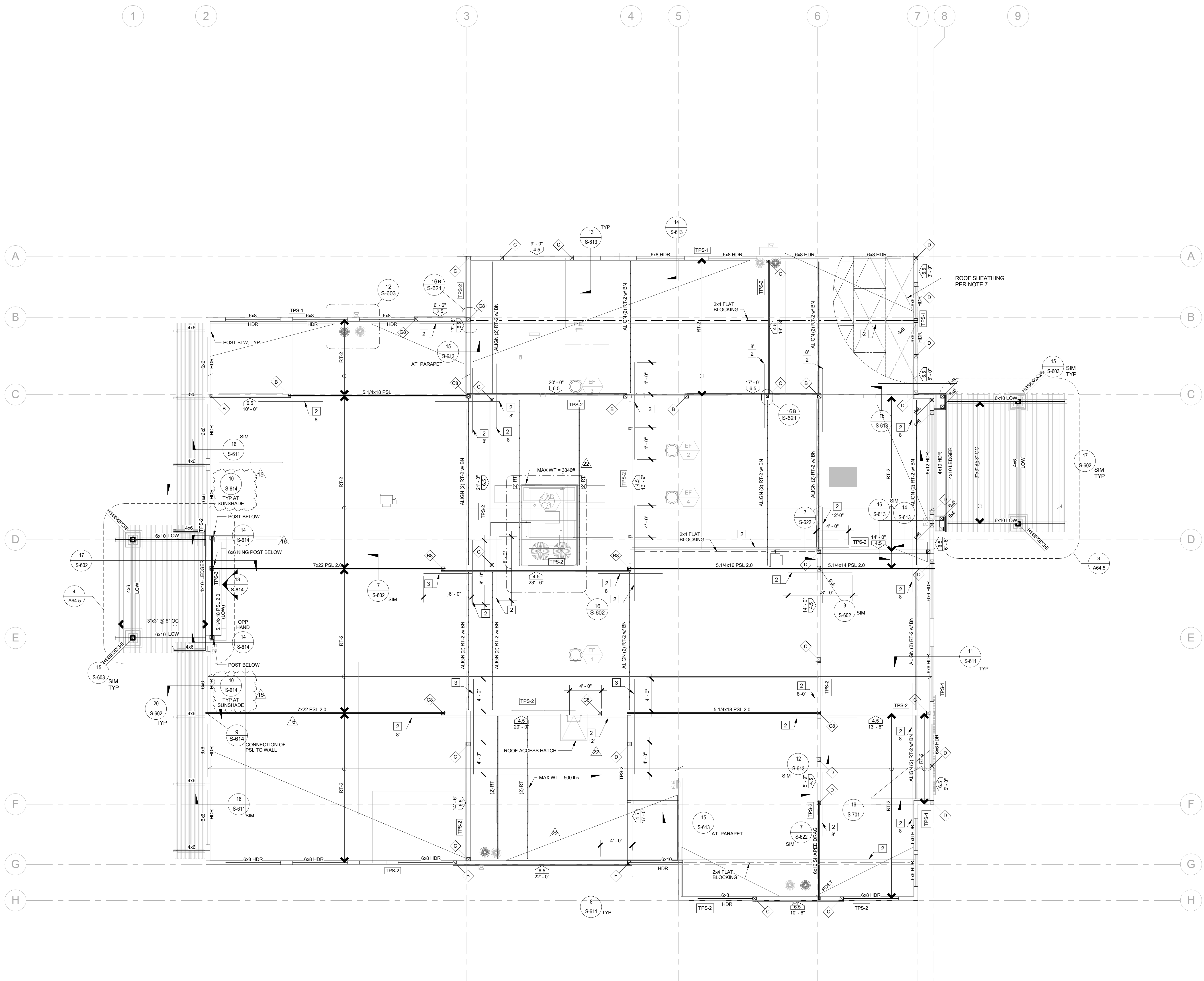
JOIST SCHEDULE

MARK	SIZE	SPACING	MAX LENGTH
RT	16" OWJ RED-W	24" OC	32'-0"
RT-2	14" RED-16S	24" OC	24'-0"
RR	2x12	24" OC	16'-0"
RR	2x12	20" OC	20'-0"
RR	2x12	12" OC	22'-0"
RT-3 (LL-20PSF)	20-33-20 OWJ RED W	16" OC	55'-0"
FJ (LL=50 PSF)	20" RED-190HS	16" OC	33'-0"

NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.

HOLDDOWN SCHEDULE

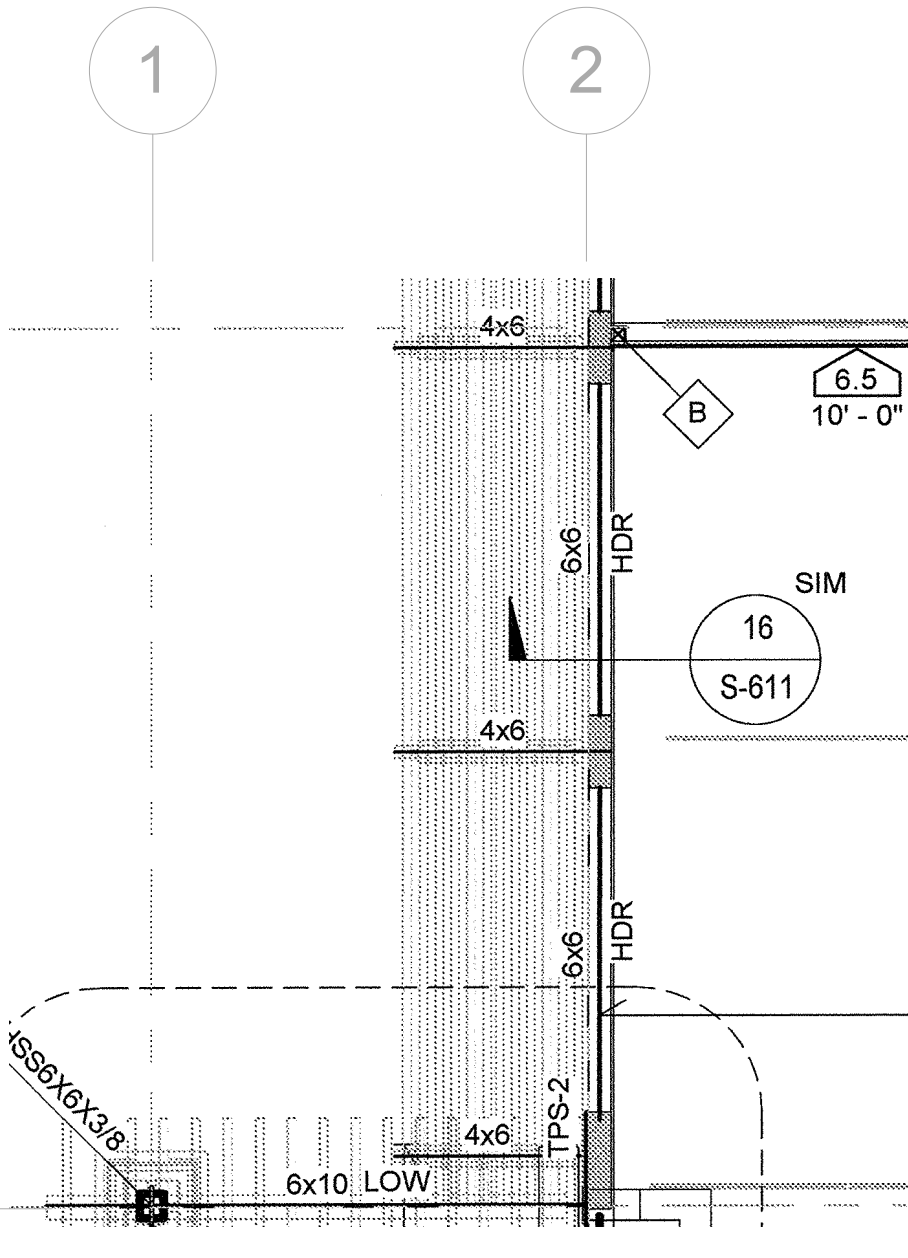
SYMBOL	POST SIZE	HOLDDOWN	SYMBOL	POST SIZE	HOLDDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	ER	6X8	HD12
C	6X6	HDU8	FB	6X8	HD19
D	6X6	HDU11	GB	6X8	(2) HDU11
E	6X6	HD12	HB	6X8	(2) HD12
F	6X6	HD19	JD	6X10	(2) HD19
G	6X6	(2) HDU11	HD	6X10	(2) HD12
H	6X6	(2) HD12	J2	6X12	(2) HD19
HA	4X8	HDU11	GO	6X10	(2) HDU11
HA	4X8	(2) HD12	BA	4X6	HDU5
			DB	6X8	HDU11



1 ADMIN - BLDG 3 - ROOF FRAMING PLAN
 SCALE: 3/16" = 1'-0"

REVISED
DSA A#03-116407
CCD #015

APPROVED AW/djaja
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/30/2018
 Appl. No: 03-116407_140_15_R2_SSS.pdf



DESCRIPTION:
AS APPROVED PLAN S-132

DRAWING REFERENCE:
S132

SKS #:
SKS-1

PROJECT NAME:
ELM ELEMENTARY

ISSUE REFERENCE:
CCD#015

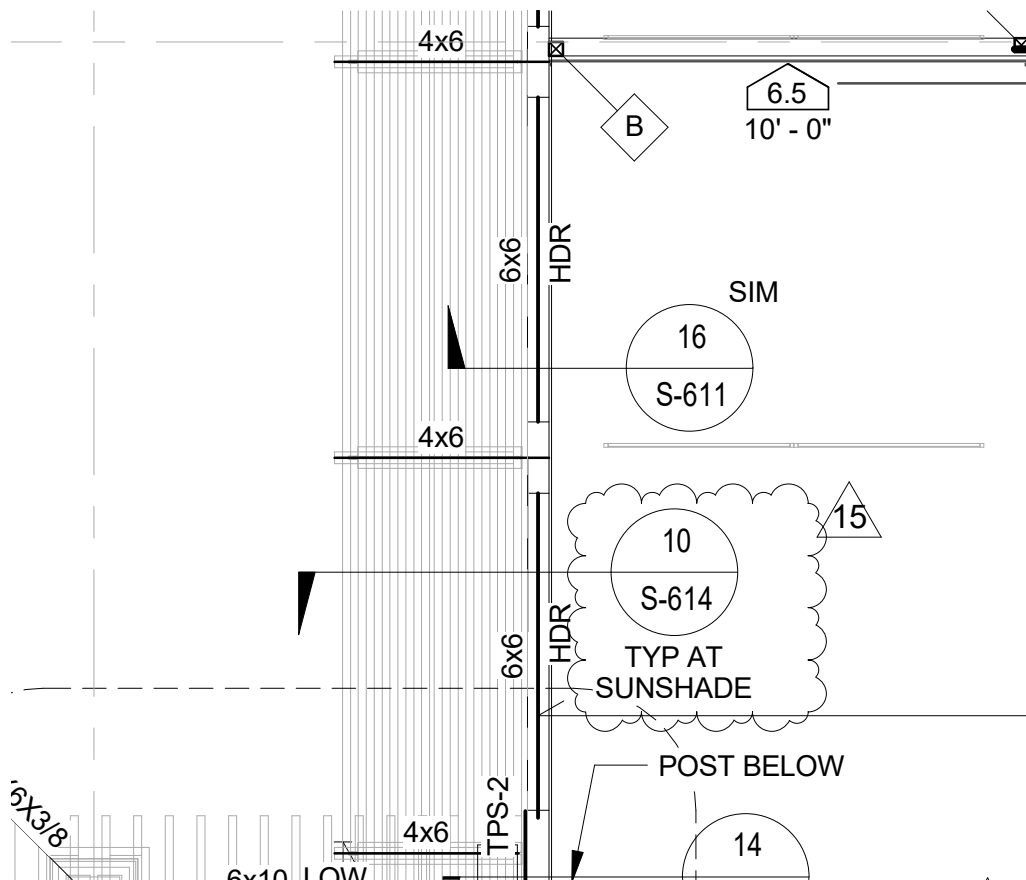
DATE
03/16/2018
SCALE

PROJECT NUMBER:
A #03-116407

DRAWN BY
Author

1

2

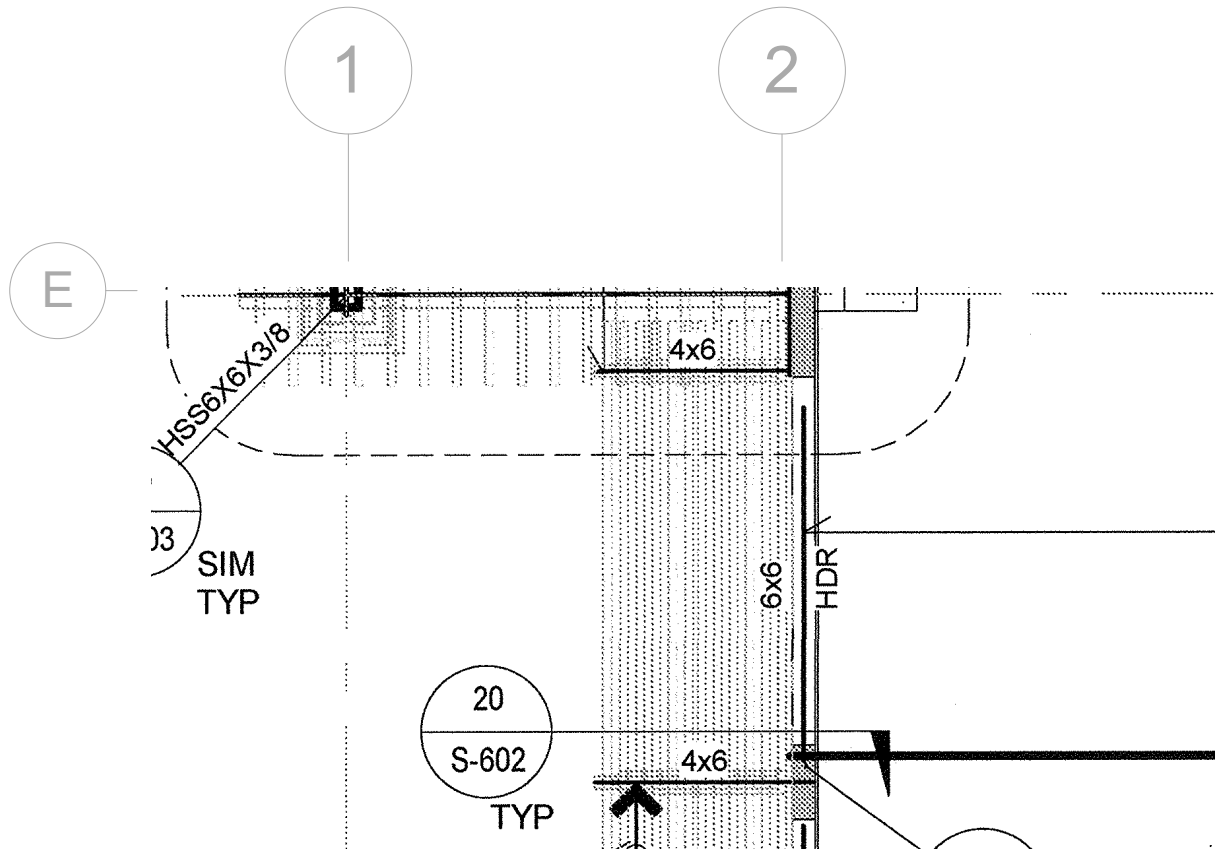


D

DSA APPROVED AWidjaja
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/30/2018
 Appl. No: 03-116407 140 15 R2_SSS.pdf



DESCRIPTION: UPDATED PLAN S-132	DRAWING REFERENCE: S132	SKS #: SKS-1A
PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#015	DATE 03/16/2018
PROJECT NUMBER: A #03-116407		SCALE
		DRAWN BY Author



DESCRIPTION:
AS APPROVED PLAN S-132

DRAWING REFERENCE:
S132

SKS #:
SKS-2

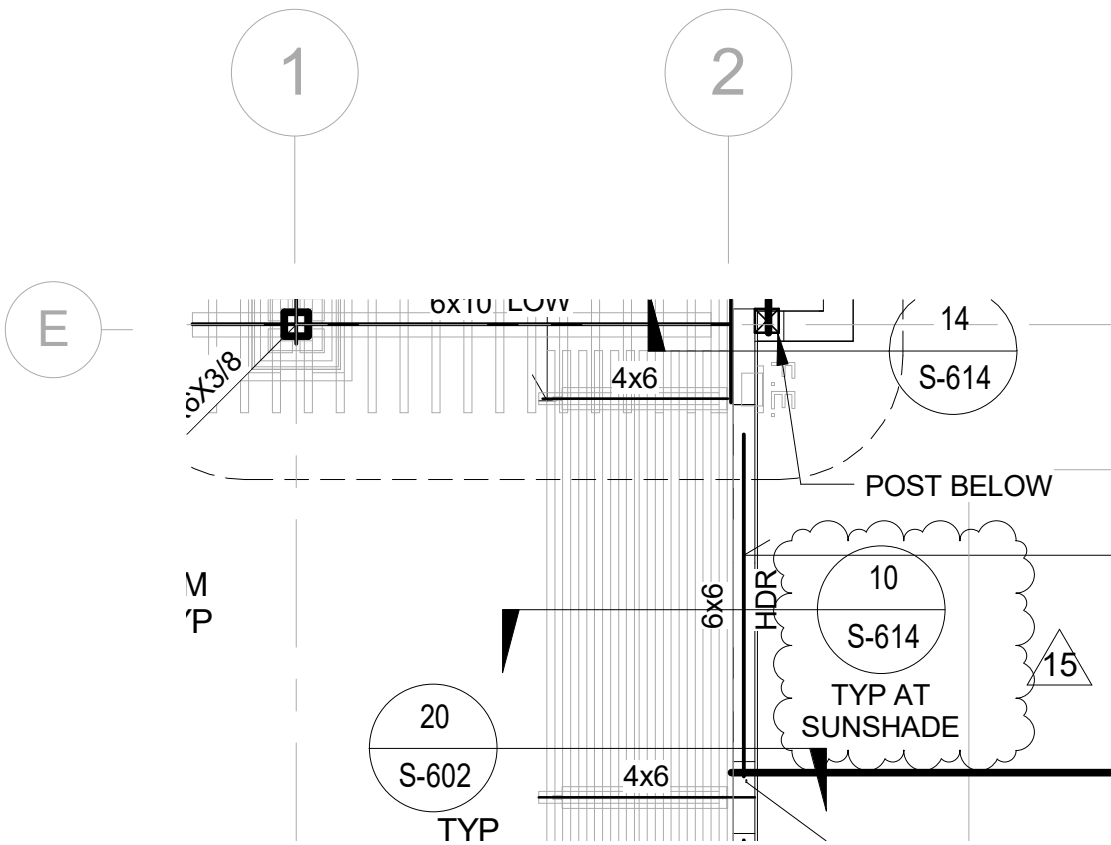
PROJECT NAME:
ELM ELEMENTARY

ISSUE REFERENCE:
CCD#015

DATE
03/16/2018
 SCALE

PROJECT NUMBER:
A #03-116407

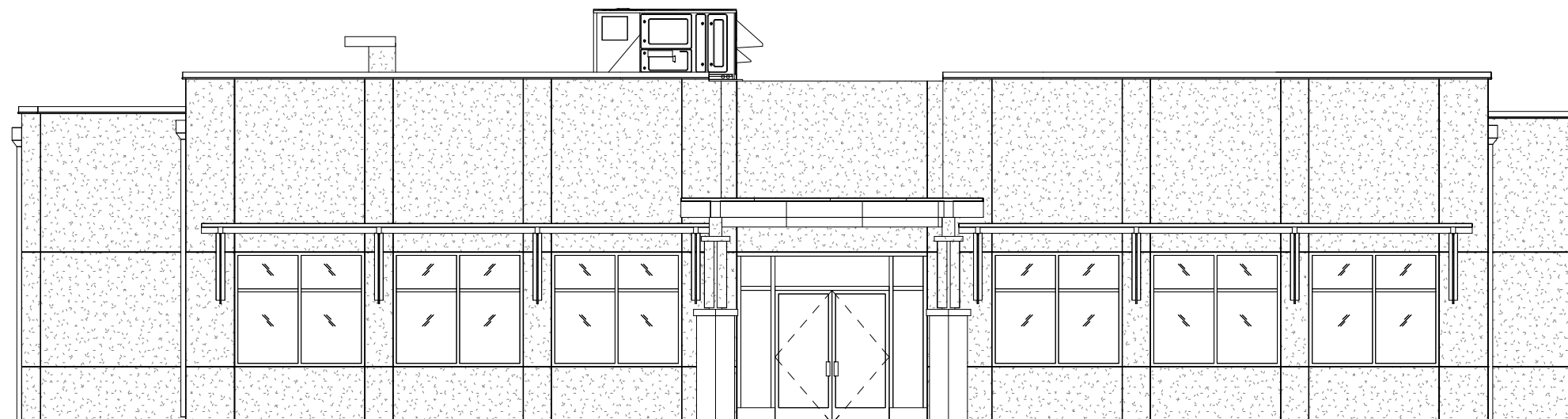
DRAWN BY
 Author




DSA APPROVED AWidjaja
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/30/2018
 Appl. No: 03-116407_140_15_R2_SSS.pdf



	DESCRIPTION: UPDATED PLAN S-132	DRAWING REFERENCE: S132	SKS #: SKS-2A
	PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#015	DATE 03/16/2018
	PROJECT NUMBER: A #03-116407		SCALE
			DRAWN BY Author

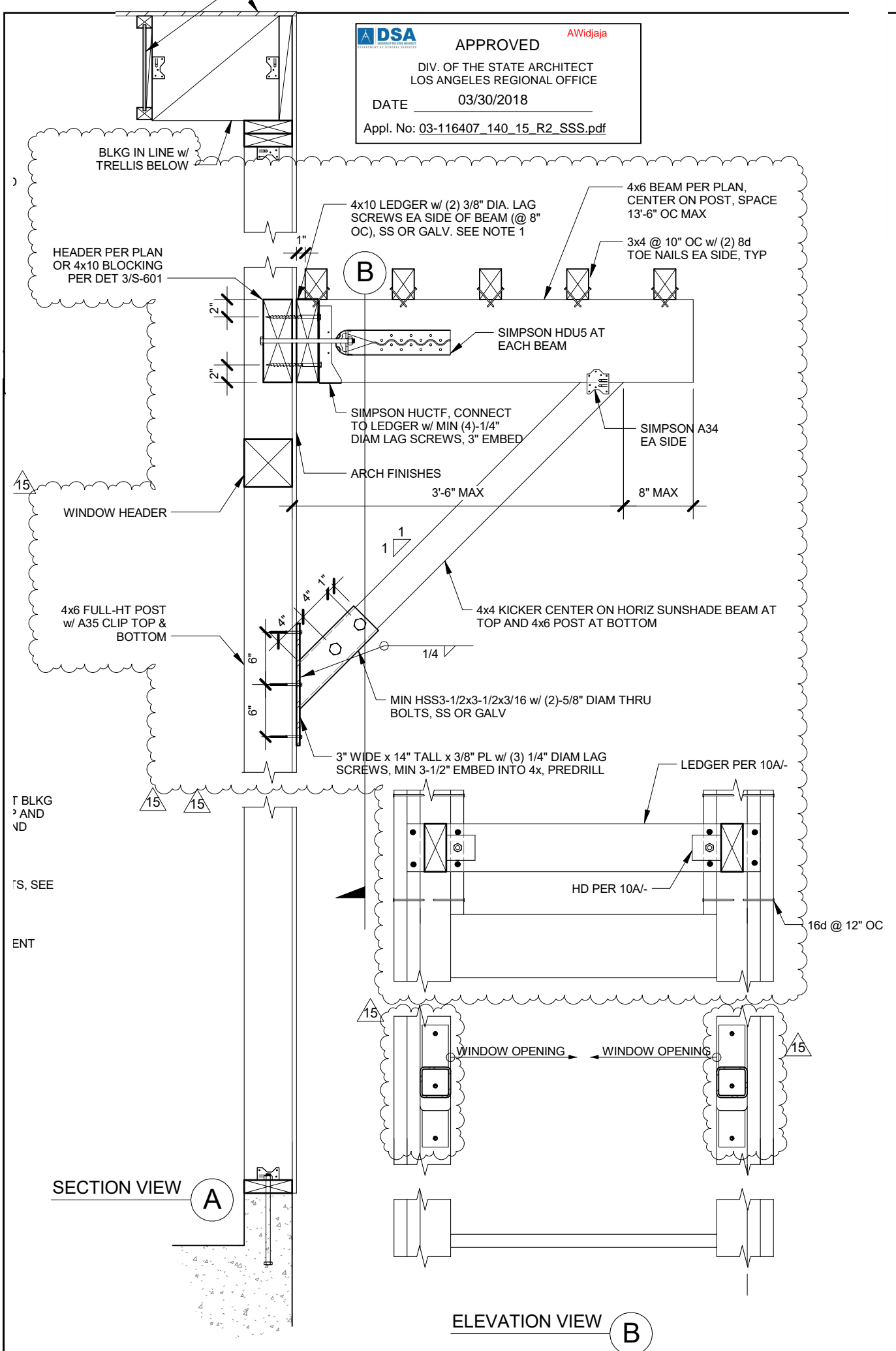


ADMIN SUN SHADE ELEVATION
(FOR REFERENCE ONLY)

	DESCRIPTION: AS APPROVED PLAN A3-21.1	DRAWING REFERENCE: A3-21.1	ASK #: SKA-1
	PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE: CCD #15	DATE: 03/23/18
	PROJECT NUMBER: 1340159-Bldg 3		SCALE: 1/8" = 1'-0" DRAWN BY: Author

ROOF SHEATHING & FRAMING PER PLAN

APPROVED AWidjaja
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 03/30/2018
 Appl. No: 03-116407_140_15_R2_SSS.pdf



DETAIL AT ADMIN BLDG 3

SCALE: NTS 10



DESCRIPTION: NEW DETAIL 10/S-614	DRAWING REFERENCE: 10/S-614	SKS #: SKS-3
PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#015	DATE 03/16/2018
PROJECT NUMBER: A #03-116407		SCALE
		DRAWN BY

CCD #015
STRUCTURAL CALCULATIONS

Elm Elementary School

Oxnard, CA



By

PETRA Structural Engineers

Job# 2013-75
November 7, 2017



Scope: Update sunshade/trellis design with shorter overhang and updated connections from coordination with architect and contractor.

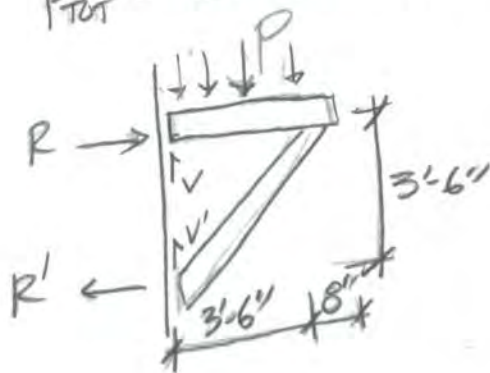


SUNSHADE

$$\text{AREA } 8'-4" \times 4'-2" = 34.7 \text{ ft}^2$$

$$P_D = 5 \text{ psf} \quad P_L = 20 \text{ psf} \quad P_W = 20 \text{ psf} \quad \left(\begin{array}{l} \text{ASSUME SOLID} \\ \text{CONSERV. AS} \\ \text{IT'S } \sim 75\% \text{ OPEN} \end{array} \right)$$

$$P_{TOT} = (5 + 0.75(20 + 20)) = 35 \text{ psf}$$



$$P = P_{TOT} \times \text{AREA} = 1215 \text{ lb} / 2 = 607 \text{ lb}$$

PER OUTRIGGER FRAME

(FOR WIND UPWARD)

$$P' = (0.6(5 \text{ psf} - 20 \text{ psf})) \times \text{AREA} = -312.3 \text{ lb}$$

PER OUTRIGGER FRAME

$$V = V' = 307 \text{ lb} \quad \left. \begin{array}{l} \\ \end{array} \right\} \text{ WIND DOWNWARD}$$

$$V = V' = 157 \text{ lb} \quad \left. \begin{array}{l} \\ \end{array} \right\} \text{ WIND UPWARD}$$

$$R = (307 \text{ lb} \times 3'-6") / 3'-6" = 307 \text{ lb TENSION} \quad \left. \begin{array}{l} \\ \end{array} \right\} \text{ WIND DOWNWARD}$$

$$R' = (307 \text{ lb} \times 3'-6") / 3'-6" = 307 \text{ lb COMP.}$$

$$R = (-157 \text{ lb} \times 3'-6") / 3'-6" = 157 \text{ lb COMP.}$$

$$R' = (-157 \text{ lb} \times 3'-6") / 3'-6" = 157 \text{ lb TENSION} \quad \left. \begin{array}{l} \\ \end{array} \right\} \text{ WIND UPWARD}$$

CHECK SCREWS AT WORST CONDITION (TOP OR BOT)

$$R = 307 \text{ lb TENSION}$$

$$V = 307 \text{ lb}$$

FOR 1/4" LAG SCREW W/ 3" EMBED.

SHEAR $\phi = \phi C_b C_n C_t C_g C_A C_{eg} C_d C_{en}$

$$= (1.5 \times 210 \text{ lb}) (1.6) (1) (0.8) (1) (1) (1) (1) (1)$$

$$\frac{P}{8d}$$

$$= 403 \text{ lb / SCREW}$$

W/DRAWL $R_n = 225 \text{ lb} \times 3" (1.6) (1) (0.8) (1) (1) (1) (1) (1)$

$$= 864 \text{ lb / SCREW}$$

$$\left(\frac{307/3 \text{ screws}}{864} \right)^{5/3} + \left(\frac{307/3}{403} \right)^{5/3} = 0.13 \quad \underline{\text{OK}}$$

CHECK 4x4 KICKER

$$P_{\text{COMP}} = \sqrt{2} \times 307 \text{ lb} / (3.5 \times 3.5) = 434 \text{ lb} / 12.25 \text{ in}^2 = 35 \text{ psi} \quad \left. \right\} \text{OK}$$

$$P_{\text{TEN}} = \sqrt{2} \times 157 \text{ lb} / (3.5 \times 3.5) = 222 \text{ lb} / 12.25 \text{ in}^2 = 18 \text{ psi}$$

TOP - (2) A34 CLIP, 240 lb UPLIFT CAPACITY PER CLIP

BOT - (2) 5/8" thru bolts, OK BY INSPECTION

$$\hookrightarrow 222 \text{ lb} / (2 \times 0.31 \text{ m}^2) = 0.36 \text{ ksi}$$



Project: ELM EVENT	By:	Sheet:
Client:	Date:	
Title:	Job:	

3x3 @ 8" o.c.

$$\frac{2.5' \times 2.5'}{144} (30 \text{ psf}) \times \frac{12''}{8''} = 1.95 \text{ psf}$$

3x4 @ 10" o.c.

$$\frac{2.5' \times 3.5'}{144} (30 \text{ psf}) \times \frac{12''}{10''} = 2.1 \text{ psf}$$

7% DIFF,
CALLS USED
Spot, OK
BY INSPECTION

CALCULATE SOLID AREA RATIO

3x3 @ 8" o.c.

$$2.5' \times 12'' / (12'' \times 8'') = 0.3125$$

3x4 @ 10" o.c.

$$2.5' \times 12'' / (12'' \times 10'') = 0.25$$

25% LESS FOR 3x4 @ 10" o.c.,
ORIG. DESIGN CONSERV.
FOR WIND LOADING.

LTP4/LTP5/A34/A35

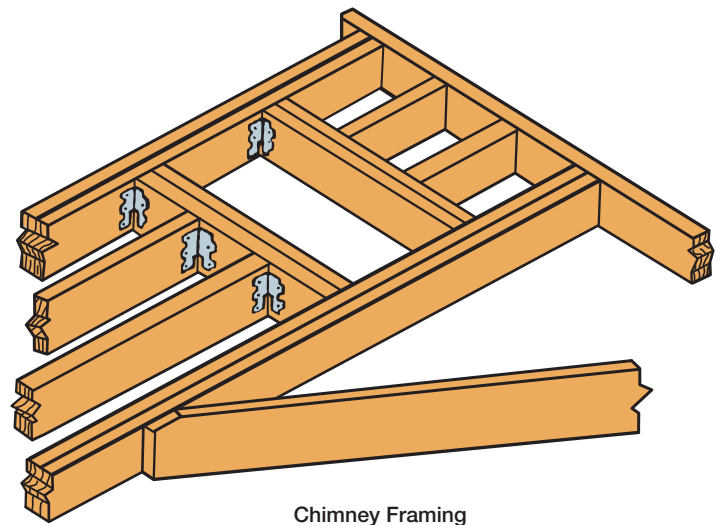
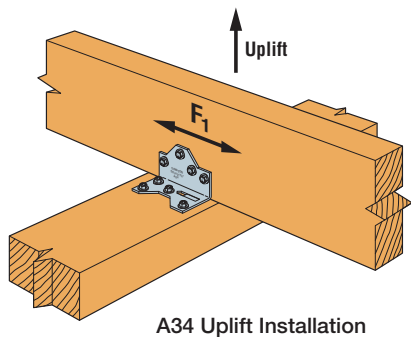
Framing Angles and Plates (cont.)

These products are available with additional corrosion protection. For more information, see p. 18.

These products are approved for installation with the Strong-Drive® SD Connector screw. See pp. 39–40 for more information.

Model No.	Type of Connection	Fasteners	Direction of Load	DF/SP Allowable Loads			SPF/HF Allowable Loads			Code Ref.	
				Floor (100)	Roof (125)	(160)	Floor (100)	Roof (125)	(160)		
SS A34	1	(8) 8d x 1½"	F ₁	395	485	515	340	415	445	IP1, L5, L18, FL	
			F ₂ ⁶	395	455	455	340	390	390		
	1	(8) #9 x 1½" SD	F ₁	395	485	515	340	415	445	I27, L5, FL	
			F ₂	395	455	455	340	390	390		
			Uplift	240	240	240	170	170	170		
SS A35	2	(9) 8d x 1½"	A ₁ , E	295	365	395	255	315	340	IP1, L5, L18, FL	
			C ₁	210	210	210	180	180	180		
	3	(12) 8d x 1½"	A ₂	295	365	380	255	315	325		
			C ₂	295	365	370	255	315	320		
	4	(12) 8d x 1½"	D	230	230	230	200	200	200		
			F ₁	595	695	695	510	600	600		
				F ₂ ⁶	595	670	670	510	575		575
				F ₁	420	420	420	360	360		360
LTP4	6	(12) 8d x 1½"	G	580	670	670	500	570	575	IP1, L5, L18, FL	
			H	580	600	600	500	515	515		
LTP5	7	(12) 8d x 1½"	G	580	620	620	500	535	535	IP1, L18, FL	
			H	545	545	545	470	470	470		

1. Allowable loads are for one angle. When angles are installed on each side of the joist, the minimum joist thickness is 3".
2. Some illustrations show connections that could cause cross-grain tension or bending of the wood during loading if not reinforced sufficiently. In this case, mechanical reinforcement should be considered.
3. LTP4 can be installed over ¾" wood structural panel sheathing with 8d x 1½" nails and achieve 0.72 of the listed load, or over ½" and achieve 0.64 of the listed load. 8d commons will achieve 100% load.
4. LTP4 satisfies the IRC continuously sheathed portal frame (CS-PF) framing anchor requirements when installed over raised wood floor framing per Figure R602.10.6.4.
5. The LTP5 may be installed over wood structural panel sheathing up to ½" thick using 8d x 1½" nails with no reduction in load.
6. Connectors are required on both sides to achieve F₂ loads in both directions.
7. **Fasteners:** 8d x 1½" = 0.131" dia. x 1½" long; SPAX #6 x ½" = 0.138" dia. x ½" long. See pp. 26–27 for other nail sizes and information.





CHANGE ORDER REQUEST

COR No. 518 R0

Date: 2/7/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 451

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add backing for casework in Health Office that was added.	Abdellatif Enterprises Inc	535
Reason: Casework was added necessitating additional backing. This is additional work not included in the original scope.		
Requested By: SVA Architects		
Ref: RFI 451		
		Subtotal: 535
Contractual Costs		
Overhead 15%		80
		Subtotal: 80
Total Change Order Request Amount:		615

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

80

DATE: September 27, 2018

PROJECT: Elm Street Elementary School

RFI 451- Added backing for cabinets in health office

Description	Qty	Unit	Unit Price	Extension
6"X16GAx10'	2		\$9.24	\$ 18.48
				\$ -
				\$ -
Material Subtotal				\$ 18.48
Material Sales Tax			7.75%	\$ 1.43
CA Additional Lumber Assessment			1.00%	
Freight				
Material Total				\$ 19.91
Equipment				
Labor	6	hour	\$ 74.26	\$ 445.56
Labor Foreman		hour	\$ 78.01	
Subtotal				\$ 465.47
Profit & Overhead			15%	\$ 69.82
Change Order Total				\$ 535.29



DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.:
Date Performed:
Date of Report:
CD No.:

Description of Added Scope of Work:

add backing for cabinets (per RFI)

No Cost Change X Cost Change Costs Associated With Ref # RFI # 451

Labor Description:

Juan Arias (3 Hrs.)
Martin Palacios (3 Hrs.)

total Hrs. 6

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 9/20/18

Material Description:

20' 6" Flat stock

Had to re-install backing for casework that was
changed in health office per RFI # 451-AR

Approval Issued By: Signature & Title Name (Printed) Date



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	Local Union No.: <u>409</u>
Telephone: <u>(949) 215-4790</u>	Classification: <u>Journeyman</u>
	Effective Date: <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
BASE CHARGES PER HOUR:		\$74.26	\$98.57	\$24.31	\$122.88	\$48.62
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$74.26	\$98.57	\$24.31	\$122.88	\$48.62



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26072 Merit Circle, Suite 103</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Foreman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$45.41	\$68.12	\$22.71	\$90.82	\$45.41
2.) F.I.C.A	0.077	\$3.95	\$5.68	\$1.74	\$7.42	\$3.47
3.) Federal Unemployment Tax	0.008	\$0.41	\$0.59	\$0.18	\$0.78	\$0.36
4.) State Unemployment Tax	0.062	\$3.20	\$4.61	\$1.41	\$6.01	\$2.82
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.44	\$5.44	\$0.00	\$5.44	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
BASE CHARGES PER HOUR:		\$78.01	\$104.05	\$26.03	\$130.08	\$52.06
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$78.01	\$104.05	\$26.03	\$130.08	\$52.06



CHANGE ORDER REQUEST

COR No. 539 R0

Date: 2/8/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Admin TV Blocking

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add backing for TVs that were added in the Administration Building.	Abdellatif Enterprises Inc	809
Requested By: CFW		
		Subtotal:
		809
Contractual Costs		
Overhead 15%		121
		Subtotal:
		121
Total Change Order Request Amount:		930

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

101

DATE: January 23, 2019

PROJECT: Elm Street Elementary School

Blocking for additional TV at Admin. Building

Description	Qty	Unit	Unit Price	Extension
6x6x8'	2		\$ 43.68	\$ 87.36
A35	48		\$ 0.27	\$ 12.96
Material Subtotal				\$ 100.32
Material Sales Tax			7.75%	\$ 7.77
CA Additional Lumber Assessment			1.00%	\$ 0.87
Freight				
Material Total				\$ 108.97
Equipment				
Labor	8	hour	\$ 74.26	\$ 594.08
Subtotal				\$ 703.05
Profit & Overhead			15%	\$ 105.46
Change Order Total				\$ 808.51



DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.: _____
Date Performed: 1/14/2019
Date of Report: 1/15/2019
CD No.: _____

Description of Added Scope of Work:
blocking for additional TV at admin Bldg.

No Cost Change Cost Change Costs Associated With Ref # _____

Labor Description:

1 man 8 Hrs.

Demo drywall, add backing for (2) new TV's in admin building & clean up.

Material Description:

2 - 6x6x8'
48 - A35

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By: _____
Signature: [Signature]
Print Name: _____
Date: 1/18/19

Approval Issued By: _____ Signature & Title Name (Printed) Date



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26072 Merit Circle, Suite 103</u> <u>Laguna Hills, CA 92653</u>	Local Union No.: <u>409</u>
Telephone: <u>(949) 215-4790</u>	Classification: <u>Journeyman</u>
	Effective Date: <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$42.41	\$63.62	\$21.21	\$84.82	\$42.41
2.) F.I.C.A	0.077	\$3.72	\$5.34	\$1.62	\$6.96	\$3.24
3.) Federal Unemployment Tax	0.008	\$0.39	\$0.56	\$0.17	\$0.73	\$0.34
4.) State Unemployment Tax	0.062	\$3.01	\$4.33	\$1.31	\$5.64	\$2.63
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.12	\$5.12	\$0.00	\$5.12	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
BASE CHARGES PER HOUR:		\$74.26	\$98.57	\$24.31	\$122.88	\$48.62
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$74.26	\$98.57	\$24.31	\$122.88	\$48.62



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26072 Merit Circle, Suite 103</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Foreman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/18 to 03/31/19</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$45.41	\$68.12	\$22.71	\$90.82	\$45.41
2.) F.I.C.A	0.077	\$3.95	\$5.68	\$1.74	\$7.42	\$3.47
3.) Federal Unemployment Tax	0.008	\$0.41	\$0.59	\$0.18	\$0.78	\$0.36
4.) State Unemployment Tax	0.062	\$3.20	\$4.61	\$1.41	\$6.01	\$2.82
5.) Health & Welfare Fund		\$7.50	\$7.50	\$0.00	\$7.50	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.69	\$1.69	\$0.00	\$1.69	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.44	\$5.44	\$0.00	\$5.44	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.01	\$1.01	\$0.00	\$1.01	\$0.00
BASE CHARGES PER HOUR:		\$78.01	\$104.05	\$26.03	\$130.08	\$52.06
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$78.01	\$104.05	\$26.03	\$130.08	\$52.06

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

#16-199

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00), and, (3) Sublease Payments in the amount of \$97,112.00 per month for 12 months, for a total lease value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice 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

#16-199

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.

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

#16-199

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

#16-199

- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

#16-199

EXHIBITS A and B

Scope of Work

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS

	PLAN SHEET DATE
GEN-1 SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2 GENERAL NOTES	1/8/2016
GEN-3 PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4 COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5 SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6 ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01 TITLE SHEET	4/8/2016
C-02 DETAIL SHEET	4/8/2016
C-03 DETAIL SHEET	4/8/2016
C-04 DETAIL SHEET	4/8/2016
C-05 DEMOLITION PLAN	4/8/2016
C-06 PRECISE GRADING	4/8/2016
C-07 PRECISE GRADING	4/8/2016
C-08 UTILITY PLAN	4/8/2016
C-09 STORM DRAIN PLAN	4/8/2016
C-10 STORM DRAIN DETAILS	4/8/2016
C-11 STORM DRAIN DETAILS	4/8/2016
C-12 STORM DRAIN DETAILS	4/8/2016
C-13 STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1 PROJECT DATA	1/8/2016
A0-1.0 CAMPUS PLAN	1/8/2016
A0-1.1 SITE PLAN	1/8/2016
A0-1.2 FIRE ACCESS PLAN	1/8/2016
A0-1.3 ENLARGED SITE PLANS	1/8/2016
A0-2.1 CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2 MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3 ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4 KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS**

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

Prepared by SVA Architects

PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Environmental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY
 Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond	0.64%			148,101
CCIP	1.25%			287,739
Builders Risk	1.15%			268,303
Subcontractor Default Insurance	1.20%			224,182
General Contractor's Fee	4.00%			896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency	3.00%			678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES

**Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033**

**Lease/Leaseback
December 9, 2016**

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES



ALLOWANCES

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
December 9, 2016

Schedule of Allowances Included in Proposal		
1	Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 60,000
5	Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
TOTAL ALLOWANCES		\$ 960,000

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1" Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving					
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping					
Parking Lot - 4/C02	ABC Resources 14,368	Included	ABC Resources 14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Drip/line Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete		Elm Street Elementary School Reconstruction			Job Number	Elm
					Bid Date	12/7/2016
		Subcontractors			Date Printed	12/6/2016
Description	Santa Clarita Concrete	JT Wimsatt				
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Loyd Tansing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A0 1.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4						
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Ironman, Inc	Golden State Steel			
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction				Job Number	Elm	
						Bid Date	12/7/2016	
		Subcontractors				Date Printed	12/6/2016	
Description	Ironman, Inc	Golden State Steel						
Elevator Sill Angle & Threshold	Included	1,200						
Roof Access Ladders - 2/A64.4	Included	Included						
Bldg 1 - Classroom (1)	Included	Included						
Bldg 2 - MPR (1)	Included	Included						
Bldg 3 - Admin (1)	Included	Included						
Fixed Sun Screens	Included	Included						
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included						
Bldg 1 - Classroom (8)	Included	Included						
Bldg 2 - MPR (6)	Included	Included						
Bldg 3 - Admin (2)	Included	Included						
Bldg 4 - Kindergarten (2)	Included	Included						
TOTALS	501,400	504,880	0	0	0	0	0	
Recommendation:	Amount							
Ironman, Inc	501,400							

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
Glu-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor Bldg 1 - Classroom	3,200	3,200			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - 5701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admln	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016	
	WS Kiem	Abdellatif Ent.	JF Construction			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included				
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included				
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650				
Fixed Sun Screens	Included	Included				
Fire Treated Lumber	Included	Included				
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included				
4x4 & 4x6 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included				
4x6 & 4x10 Blocking per 3/S601	Included	Included				
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included				
4x10 & 6x10 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
Simpson Hardware	Included	Included				
4x Blocking	Included	Included				
Bldg 1 - Classroom	Included	Included				
Window Shades (8)	Included	Included				
Bldg 2 - MPR	Included	Included				
Window Shades (6)	Included	Included				
Entrance Canopies (1)	Included	Included				
Bldg 3 - Admin	Included	Included				
Window Shades (2)	Included	Included				
Entrance Canopies (2)	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Window Shades (2)	Included	Included				
FRP Panels - Miller Paneling	10,400	10,400				
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included				
Janitors Closets (Not Shown)	Included	Included				
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included				
Bldg 4 - Janitors Closet - 114	Included	Included				
TOTALS	2,984,977	2,997,004	0	0	0	
Recommendation:	Amount					
WS Kiem	2,984,977					

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten Rms - 114, 115, 116	In Above In Above	In Above In Above	In Above In Above	In Above In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RF1 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			

Bid Evaluation Report



Sheet Metal & Metal Panels		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
		Subcontractors				Date Printed	12/6/2016
Description	R&J SM	Merit Metal Products					
Bldg 2 - MPR (1)	Included	Included					
Bldg 3 - Admin (1)	Included	Included					
GFRC Panels - RFI 50							
Bldg 2 - MPR - A2-11.2	12,697	12,697					
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above					
Bldg 3 - Admin	14,127	14,127					
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above					
TOTALS	220,506	223,824	0	0	0	0	
Recommendation:		Amount					
R&J SM		220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm	
	Subcontractors			Bid Date	12/7/2016	
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016	
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Hollow Metal Doors and Frames	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site						
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 3 - Admin - A3-52.1	Included	Included	Included			
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included			
Install HM Doors	Included	Included	Included			
Install HM Frames	In Drywall	In Drywall	In Drywall			
Install Wood Doors	Included	Included	Included			
Door Hardware	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
Misc. Door Hardware	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
TOTALS	291,898	237,835	236,830	0	0	0
Recommendation:	Amount					
Construction Hardware	236,830					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				



Bid Evaluation Report

Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaprosheild	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Description	Subcontractors			Date Printed	12/6/2016	
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljay Acoustics	Date Printed	12/6/2016
					Calif-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics	
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736	
Recommendation:		Amount					
Cali-USA Acoustics		190,736					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-S1.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Call-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	650	650	650	650	650	
VCT in Elevator Cab per 7/Gen-6	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
Description		Subcontractors				Date Printed	12/6/2016
		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RFI 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	In Above	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm	
					Bid Date	12/7/2016	
				Subcontractors		Date Printed	12/6/2016
Description	Apex Fire Protection	Superior Fire					
Base Bid	501,200	268,790					
Spec #: 212000	Included	Included					
Spec #:							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included					
Acknowledgment of Addendum 1	Included	Included					
Bid Good for 60 Days	60 Days	Included					
Prevailing Wage	Included	Included					
Prequalification per Bid Invite	Yes	Yes					
Attachment C Acknowledgement	N/A	N/A					
Fire Sprinklers	Included	Included					
MFR - Tyco	Included	Included					
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included					
Bldg 1 - Classroom - FP02 & 3	Included	Included					
Bldg 2 - MPR - FP04	Included	Included					
Bldg 3 - Admin - FP05	Included	Included					
Bldg 4 - Kinder - FP06	Included	Included					
4" Fire Riser at Each Bldg - 1/FP07	Included	Included					
POC 5" Outside of Bldg	Included	Included					
Upright Sprinkler Deflectors as Shown	Included	Included					
Brass or White Finish	Included	Included					
Heads to be Centered in ACT Panels	Included	Included					
Furnish & Install Sleeves	Included	Included					
All Seismic Bracing, Hangers, Embeds as Required	Included	Included					
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included					
All Gauges, Valves, Flow and Tamper Switches	Included	Included					
Sound and Vibration Control	Included	Included					
All Bracing and Hangers - FP07	Included	Included					
Firestopping & Sealants as Required at Penetrations	Included	Included					
BIM Requirements	18,700	15,000					
TOTALS	519,900	283,790	0	0	0	0	
Recommendation:	Amount						
Superior Fire	283,790						

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm	
	Description	Subcontractors				Bid Date	12/7/2016
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed	12/6/2016
Base Bid	671,450	513,546	456,457	526,000			
Spec #: 331000, 333000, 334000	Included	Included	Included	Included			
Spec #:							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included	Included			
Prevailing Wage	Included	60 Days	Included	Included			
Prequalification per Bid Invite	Included	Included	Included	Included			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
	N/A	N/A	N/A	N/A			
Site Utilities							
Utility Location (C Below)	Included	Included	Included	Included			
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450			
Layout and Trenching	Included	Included	Included	Included			
Sawcutting for New Utilities	Included	Included	Included	Included			
Traffic Control	3,584	3,584	3,584	3,584			
Traffic Rated Trench Plates	Included	Included	Included	Included			
Temp Asphalt Patching	Included	Included	Included	Included			
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048			
Pressure Test and Flush System	Included	Included	Included	Included			
Sewer							
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included			
Cleanouts (8)	Included	Included	Included	Included			
All Piping and Connections to Main line (2)	Included	Included	Included	Included			
Storm Drain	3,000	3,000	3,000	3,000			
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included			
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included			
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included			
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included			
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included			
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included			



Bid Evaluation Report

Elm Street Elementary School Reconstruction					Job Number	Elm
					Bid Date	12/7/2016
Site Utilities					Date Printed	12/6/2016
					Subcontractors	
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pavement Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included Plans and Specs Dated: 8/1/2016 & 4/22/2016 Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Included	Included	Included	Included	15 Days	
Attachment C Acknowledgement	Yes	Yes	Yes	Yes	Included	
	Included	Included	Included	Included	Yes	
Plumbing					Included	
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	Included	Included	Included	Included	Included	
HW / CW Piping	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheidon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction					Job Number	Elm
	Subcontractors					Bid Date	12/7/2016
Description	Smith Elec.	Acco. Eng.	United Mech.	Sheldon Mech.	Climate Control	Date Printed	12/6/2016
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included		
Spring Isolation Hangers	Included	Included	Included	Included	Included		
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included		
Metal Ducts / Duct Work	Included	Included	Included	Included	Included		
Duct Liner	Included	Included	Included	Included	Included		
Supply & Return Air Plenums	Included	Included	Included	Included	Included		
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included		
Wall Louvers	Included	Included	Included	Included	Included		
Duct Insulation	Included	Included	Included	Included	Included		
Fire / Smoke Dampers	Included	Included	Included	Included	Included		
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included		
Mechanical Identification	Included	Included	Included	Included	Included		
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included		
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included		
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included		
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000	15,000	15,000		
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673		0
Recommendation:	Amount						
Sheldon Mech.	1,226,000						

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MPR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcom	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
				Date Printed	12/6/2016	
Description	Subcontractors					
	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-I: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

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

- SECTION D: ACTION _____
- SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Ratification of Change Order No. 008 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

This change order addresses modifications to Elm Elementary School features with electrical components. COR #387 adds a district-requested marquee sign to the Elm Street façade of the Administration Building, allowing for the school name and for school-related information to be displayed on both Fir Avenue and Elm Street marquee signs. COR #453 adds a projector and screen to the MPR building gym/cafeteria space to facilitate presentations at school functions. COR #636 is to provide connections for district-requested additional TV monitors in the Administration Building. Change Order No. 008 provides for the Board's ratification of three (3) change order proposals with the following scope of work:

- COR No. 387 - Admin Marquee
- COR No. 453 - Add MPR Projector & Screen
- COR No. 636 - Add Boxes Wiring for Admin Lobby & Parent Conf TVs

FISCAL IMPACT

Fifty-Six Thousand Seven Hundred One Dollars and Zero Cents (\$56,701.00) to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$56,701.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 008 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #008, Bernards Bros Inc. (2 Pages)
- COR No. 387 – Admin Marquee (39 Pages)
- COR No. 453 – Add MPR Projector & Screen (26 Pages)
- COR No. 636 – Add Boxes Wiring for Admin Lobby & Parent Conf. TV's (14 Pages)
- Construction Services Agreement #16-199 (108 Pages)



CHANGE ORDER

Date: 6.5.2019

CHANGE ORDER NO. 008

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 16-199

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
6 Hutton Centre Drive, Ste. 1150
Santa Ana, CA 92707

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 2013-40159
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$...2,442,882.00
ADJUSTED CONTRACT SUM.....	\$ 25,749,768.00
NET CHANGE -	..\$..56,701.00
<hr/>	
Total Change Orders to Date: 008.....	\$ 2,499,583.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 008.....	\$ 25,806,469.00

Commencement Date:January 30, 2017
Original Completion Date:October 16, 2018
Original Contract Time:661 Calendar Days
Time Extension for all Previous Change Orders:000 Calendar Days
Time Extension for this Change Order:000 Calendar Days
Adjusted Completion Date:October 16, 2018

Percentage (10.72%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 387- Admin Marquee		\$ 31,297.00		
2.	COR No. 453- Add MPR Projector & Screen		\$18,282.00		
3.	COR No. 636- Add Boxes Wiring for Admin Lobby & Parent Conf TVs		\$7,122.00		
	TOTAL		\$56,701.00		

Total Change Order No. 008 \$ 56,701.00

****NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR***

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 387 R0

Date: 12/18/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Admin Marquee Sign

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add and power electronic marquees sign on Administration Building.	Taft Electric Co	27,215
Reason: Requested by OSD.		
Requested By: OSD		
Ref: RFI 482		
		Subtotal:
		27,215
Contractual Costs		
Overhead 15%		4,082
		Subtotal:
		4,082
Total Change Order Request Amount:		31,297

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #039: Admin Marquee

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	039 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	9/19 /2018
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$27,215.00

POTENTIAL CHANGE ORDER TITLE: Admin Marquee

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required to provide and install the Administration LED Marquee per A-64.4 detail 17 and the attached sketches.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Exclusions:

- Any weather proofing or sealing of exterior penetrations for water intrusion.
- Any patching, painting or repair to existing structures if demo is needed to create a conduit pathway from electrical or data rooms.
- Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hrs Monday-Friday between 7AM & 3:30PM.
- Additional scheduling time TBD, see estimated durations attached.
- Any and all parts and labor or subcontractors not specifically listed in this proposal.
- Any permits or fees.
- Any costs associated with the design, engineering (including wet stamps), or approval process.
- Any access panels.

Attached is the back up for your review. Please call should you have any questions.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

25 Jul 2018 13:59:20

Region: COR 033 ADMIN SIGN

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	2.00		M	1	LIQUIDTITE CONDUIT	0.0000	0.00	0.0000	0.00
50075	6.00	FT	M	1	LIQUIDTITE CONDUIT	2.0835	12.50	0.0750	0.45
50086	2.00	EA	M	1	LIQUIDTITE ANGLE CONNECTOR	10.3297	20.66	0.2880	0.58
50097	2.00	EA	M	1	LIQUIDTITE STRAIGHT CONNECTOR	4.1734	8.35	0.2400	0.48
40209	2.00	EA	M	1	GRD BUSHING INSULATED	5.7096	11.42	0.3000	0.60
TITLE	1.00		M		SW FS BOX PVC COATED	0.0000	0.00	0.0000	0.00
140272	1.00	EA	M	20A	1P TOGGLE SPECIFICATION -GRADE	11.8860	11.89	0.2500	0.25
150427	1.00	EA	M		PVC COATED OUTLET/JBOX	21.2300	21.23	0.7000	0.70
150564	1.00	EA	M		1G FS/FD SWITCH WP-COVER	45.3760	45.38	0.1000	0.10
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
TITLE	2.00		M	2-1/8 DEEP	BOX 4S BLANK	0.0000	0.00	0.0000	0.00
150041	2.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	7.90	0.3000	0.60
150090	2.00	EA	M		4"SQ BLANK CVR	0.9221	1.84	0.0800	0.16
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.24	0.0240	0.29
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
10047	20.00	FT	M	3/4	EMT	0.4973	9.95	0.0500	1.00
30147	2.00	EA	M	3/4	EMT STEEL-COMP COUPLING RT	0.9471	1.89	0.3000	0.60
30247	1.00	EA	M	3/4	EMT STEEL COMP INS-THROAT CONN RT	0.9114	0.91	0.1400	0.14
69	3.00		M		FIRECAULK CONDUIT PENETRATION	3.0000	9.00	0.1500	0.45
70	12.00		M		CONDUIT SUPPORT 1/2" - 1"	5.8990	70.79	0.1250	1.50
500153	2.00	EA	M	1/2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.3000	0.60
50001	50.00	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5298	26.49	0.0400	2.00
50023	2.00	EA	M	1/2	FLEX COND ANGLE CONN	2.6859	5.37	0.1440	0.29
50034	2.00	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	1.35	0.1200	0.24
40207	4.00	EA	M	1/2	GRD BUSHING INSULATED	4.9886	19.95	0.2500	1.00
100152	6.00	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.96

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: COR 033 ADMIN SIGN

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70029	220.00	FT	M	12	THHN/THWN CU (SOL)	0.1114	24.51	0.0060	1.32
Phase Totals:							313.98		14.57
Job Totals:							313.98		14.57

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of July 30, 2018 to December 30, 2018

**VENTURA COUNTY
 LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 39.08	\$ 58.62	\$ 78.16	\$ 43.50	\$ 65.24	\$ 86.99	\$ 47.91	\$ 71.87	\$ 95.82
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.39	0.59	0.78	0.43	0.65	0.87	0.48	0.72	0.96
NAT. PENSION (3%)	1.17	1.76	2.34	1.30	1.96	2.61	1.44	2.16	2.87
UNION BURDEN	\$ 27.88	\$ 36.98	\$ 46.09	\$ 28.06	\$ 37.25	\$ 46.44	\$ 28.24	\$ 37.51	\$ 46.79
F.I.C.A. (7.65%)	\$ 2.99	\$ 4.48	\$ 5.98	\$ 3.33	\$ 4.99	\$ 6.65	\$ 3.67	\$ 5.50	\$ 7.33
F.U.I. (0.8%)	0.31	0.47	0.63	0.35	0.52	0.70	0.38	0.57	0.77
S.U.I. (6.2%)	2.42	3.63	4.85	2.70	4.05	5.39	2.97	4.46	5.94
TAX BURDEN	\$ 5.73	\$ 8.59	\$ 11.45	\$ 6.37	\$ 9.56	\$ 12.74	\$ 7.02	\$ 10.53	\$ 14.04
LIABILITY INSURANCE 5.4%	\$ 2.11	\$ 3.17	\$ 4.22	\$ 2.35	\$ 3.52	\$ 4.70	\$ 2.59	\$ 3.88	\$ 5.17
WORKMAN'S COMP	1.05	1.05	1.05	1.17	1.17	1.17	1.29	1.29	1.29
INSURANCE BURDEN	\$ 3.16	\$ 4.22	\$ 5.27	\$ 3.52	\$ 4.69	\$ 5.87	\$ 3.88	\$ 5.17	\$ 6.46
DIRECT COST PER HOUR	\$ 75.85	\$ 108.41	\$ 140.97	\$ 81.45	\$ 116.75	\$ 152.05	\$ 87.05	\$ 125.08	\$ 163.12
DIRECT COST PER DAY	\$ 606.81		\$ 65.12	\$ 651.59		\$ 70.60	\$ 696.36		\$ 76.07
DIRECT COST PER WEEK	\$ 3,034.05			\$ 3,257.93			\$ 3,481.81		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2018

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$75.85	\$108.41	\$140.97	\$81.45	\$116.75	\$152.05	\$87.05	\$125.08	\$163.12
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90
Clean Up	3.0%	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28
Totals		\$80.02	\$112.58	\$145.14	\$85.62	\$120.92	\$156.22	\$91.22	\$129.25	\$167.29
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$80.02	\$112.58	\$145.14	\$85.62	\$120.92	\$156.22	\$91.22	\$129.25	\$167.29

TAFT ELECTRIC COMPANY
 Labor Rate
 Jan 1 thru July 30 2018

VENTURA COUNTY
 LOCAL 952
 APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$75.85	\$29.46	\$31.99	\$51.66	\$56.73	\$61.80	\$68.42	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	2.5%	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90		
Clean Up (3%)	3%	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28		
Sub Total	\$80.02	\$33.63	\$36.16	\$55.83	\$60.90	\$65.97	\$72.59	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$80.02	\$33.63	\$36.16	\$55.83	\$60.90	\$65.97	\$72.59	\$0.00	\$0.00	\$0.00

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$85.62
JOURNEYMAN	2.00	\$80.02
APPRENTICE	1.00	\$72.59
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$79.56

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of July 30, 2018 to December 30, 2018

VENTURA COUNTY
 LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%	
WAGES	\$ 15.63	\$ 23.45	\$ 17.59	\$ 26.38	\$ 19.54	\$ 29.31	\$ 23.45	\$ 35.17	\$ 27.36	\$ 41.03	\$ 33.22	\$ 49.83
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.47	0.70	0.53	0.79	0.59	0.88	0.70	1.06	0.82	1.23	1.00	1.49
N.E.I.F. (1%)	<u>0.16</u>	<u>0.23</u>	<u>0.18</u>	<u>0.26</u>	<u>0.20</u>	<u>0.29</u>	<u>0.23</u>	<u>0.35</u>	<u>0.27</u>	<u>0.41</u>	<u>0.33</u>	<u>0.50</u>
UNION BURDEN	\$ 9.81	\$ 10.12	\$ 9.88	\$ 10.24	\$ 27.10	\$ 35.81	\$ 27.26	\$ 36.05	\$ 27.41	\$ 36.28	\$ 27.65	\$ 36.63
F.I.C.A. (7.65%)	\$ 1.20	\$ 1.79	\$ 1.35	\$ 2.02	\$ 1.49	\$ 2.24	\$ 1.79	\$ 2.69	\$ 2.09	\$ 3.14	\$ 2.54	\$ 3.81
F.U.I. (.8%)	0.13	0.19	0.14	0.21	0.16	0.23	0.19	0.28	0.22	0.33	0.27	0.40
S.U.I. (6.2%)	<u>0.97</u>	<u>1.45</u>	<u>1.09</u>	<u>1.64</u>	<u>1.21</u>	<u>1.82</u>	<u>1.45</u>	<u>2.18</u>	<u>1.70</u>	<u>2.54</u>	<u>2.06</u>	<u>3.09</u>
TAX BURDEN	\$ 2.29	\$ 3.44	\$ 2.58	\$ 3.86	\$ 2.86	\$ 4.29	\$ 3.44	\$ 5.15	\$ 4.01	\$ 6.01	\$ 4.87	\$ 7.30
LIABILITY INSURANC 5.4%	\$ 0.84	\$ 1.27	\$ 0.95	\$ 1.42	\$ 1.06	\$ 1.58	\$ 1.27	\$ 1.90	\$ 1.48	\$ 2.22	\$ 1.79	\$ 2.69
WORKMAN'S COMP	<u>0.88</u>	<u>0.88</u>	<u>1.00</u>	<u>1.00</u>	<u>1.11</u>	<u>1.11</u>	<u>1.33</u>	<u>1.33</u>	<u>1.55</u>	<u>1.55</u>	<u>0.89</u>	<u>0.89</u>
INSURANCE BURDEN	\$ 1.73	\$ 2.15	\$ 1.94	\$ 2.42	\$ 2.16	\$ 2.69	\$ 2.59	\$ 3.23	\$ 3.03	\$ 3.76	\$ 2.69	\$ 3.59
DIRECT COST PER HOUR	\$ 29.46	\$ 39.15	\$ 31.99	\$ 42.90	\$ 41.01	\$ 51.66	\$ 56.73	\$ 72.10	\$ 61.80	\$ 87.09	\$ 68.42	\$ 97.34
	\$ 9.70	\$ 10.91	\$ 10.91	\$ 10.91	\$ 20.44	\$ 22.86	\$ 22.86	\$ 22.86	\$ 25.29	\$ 25.29	\$ 28.92	\$ 28.92
DIRECT COST PER DAY	\$ 235.65	\$ 313.21	\$ 255.92	\$ 343.19	\$ 413.32	\$ 576.84	\$ 453.87	\$ 576.84	\$ 494.42	\$ 697.92	\$ 547.37	\$ 787.37
DIRECT COST PER WEEK	\$ 1,178.24	\$ 1,566.07	\$ 1,279.62	\$ 1,715.93	\$ 2,066.60	\$ 2,884.19	\$ 2,269.36	\$ 2,884.19	\$ 2,472.12	\$ 3,272.12	\$ 2,736.86	\$ 3,566.07

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

DAKTRONICS QUOTE # 526754-5-0

TAFT ELECTRIC COMPANY
 Matt Gobuty
 1694 Eastman Ave
 Ventura, CA USA 93003
 Phone: (805)642-0121
 Fax:
 Email: mgobuty@taftelectric.com

3/Jul/2018
 Quote valid for: 30 days
 Terms: Payment With Order
 Subject to Credit Review
 FCA: DAKTRONICS
 Delivery: Call for production time

Reference: Elm Elementary School - Oxnard, CA ~ Change to quote per email from Matt Gobuty 07/02/18
PRODUCT ONLY, DOES NOT INCLUDE INSTALLATION
 PWCR #: 1000001564

Item No.	Model	Description	Qty	Price
1	GS6-48X100-19.8-RGB-SF	Galaxy® Outdoor Electronic Message Center - GS6 Series - 19.8mm RGB Matrix: 48 lines by 100 columns Line Spacing: 19.8mm LED Color: RGB- 281 Trillion Colors Face Configuration: SF - single one sided display View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 3' 8" H X 6' 9" W X 0' 5" D (Approx. Dimensions) Max Power: 765 watts/display Weight: Unpackaged 180 lbs per display; Packaged 360 lbs per display	2	\$22,144.00
	Galaxy® Outdoor Display Communication Kit #1	Choose One: Fiber or Wire Ethernet (Cable Not Included), Wireless Ethernet Bridge Radio, or Daktronics Verizon 4G Cellular Modem (HARDWARE ONLY. DATA PLAN SHOWN IN SERVICE OPTIONS BELOW).	2	
	Venus® Control Suite - Prime Playlist Package, Cloud Based	Secure, web-based software that enables display management anytime, anywhere via internet connection. ADMINISTRATORS OF ACCOUNT REQUIRED AT TIME OF ORDER. Terms of Use: http://www.daktronics.com/TermsConditions/DD2688225	2	
	System Startup	Final Commissioning of Equipment	1	
2	Note:	QUOTE IS FOR LED SIGN ONLY AND ANY ADDITIONAL SIGNAGE, STRUCTURE OR INSTALLATION TO BE DONE BY "OTHERS". DAKTRONICS WILL SUPPLY THE LED MESSAGE CENTER PORTION OF THE SIGN ONLY.	1	
3	Taxes	9.5% (subject to change at time of shipping based on "Ship To" location)	1	\$2,103.68
4	FREIGHT	Shipping to site	1	\$660.32
Services				
5	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
	Venus® Control Suite - Prime Playlist One-on-One Webinar	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1	

Total Price Including Sales Tax: \$24,908.00

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

- \$50,000 in total equipment cost = \$10,700 per year
- \$100,000 in total equipment cost = \$21,199 per year
- \$250,000 in total equipment cost = \$52,899 per year

Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- | | |
|--|--|
| <ul style="list-style-type: none"> - Electrical Installation - Structure - Power - Technical Support/Installation Support - Signal Conduit - Applicable Permits - Front End Equipment | <ul style="list-style-type: none"> - Physical/Mechanical Installation - Foundation - Hoist - Engineering Certification - Labor to Pull Signal Cable - Electrical Switch Gear or Distribution Equipment |
|--|--|

Unless expressly stated otherwise in this Quote # 526754-5 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.

Bob Fechner
PHONE: 714-865-6040
FAX: 605-697-4746
EMAIL: Bob.Fechner@daktronics.com

Lori Hensley
PHONE: 605-692-0200
FAX: 605-697-4746
EMAIL: Lori.Hensley@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

- | | |
|---|--|
| SL-02375 Standard Terms and Conditions of Sale | www.daktronics.com/terms_conditions/SL-02375.pdf |
| SL-02374 Standard Warranty and Limitation of Seller's Liability | www.daktronics.com/terms_conditions/SL-02374.pdf |
| SL-07862 Software License Agreement | www.daktronics.com/terms_conditions/SL-07862.pdf |
| SL-04116 Graphic File Standards | www.daktronics.com/terms_conditions/SL-04116.pdf |

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title



Purchase Order Information:

TAFT ELECTRIC COMPANY

PO# _____

PO Date _____

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	
Ship To:	

Company	

Contact Person	

Address	

City	

State	Zip
_____	_____
Telephone	

Fax	

Email	

<input type="checkbox"/> Same as Ship to	
End User:	

*Company	

Contact Person	

Address	

*City	

*State	*Zip
_____	_____
Telephone	

Fax	

Email	

*Required Information	

BILL TO (if different from quoted address):	

Company	

Contact Person	

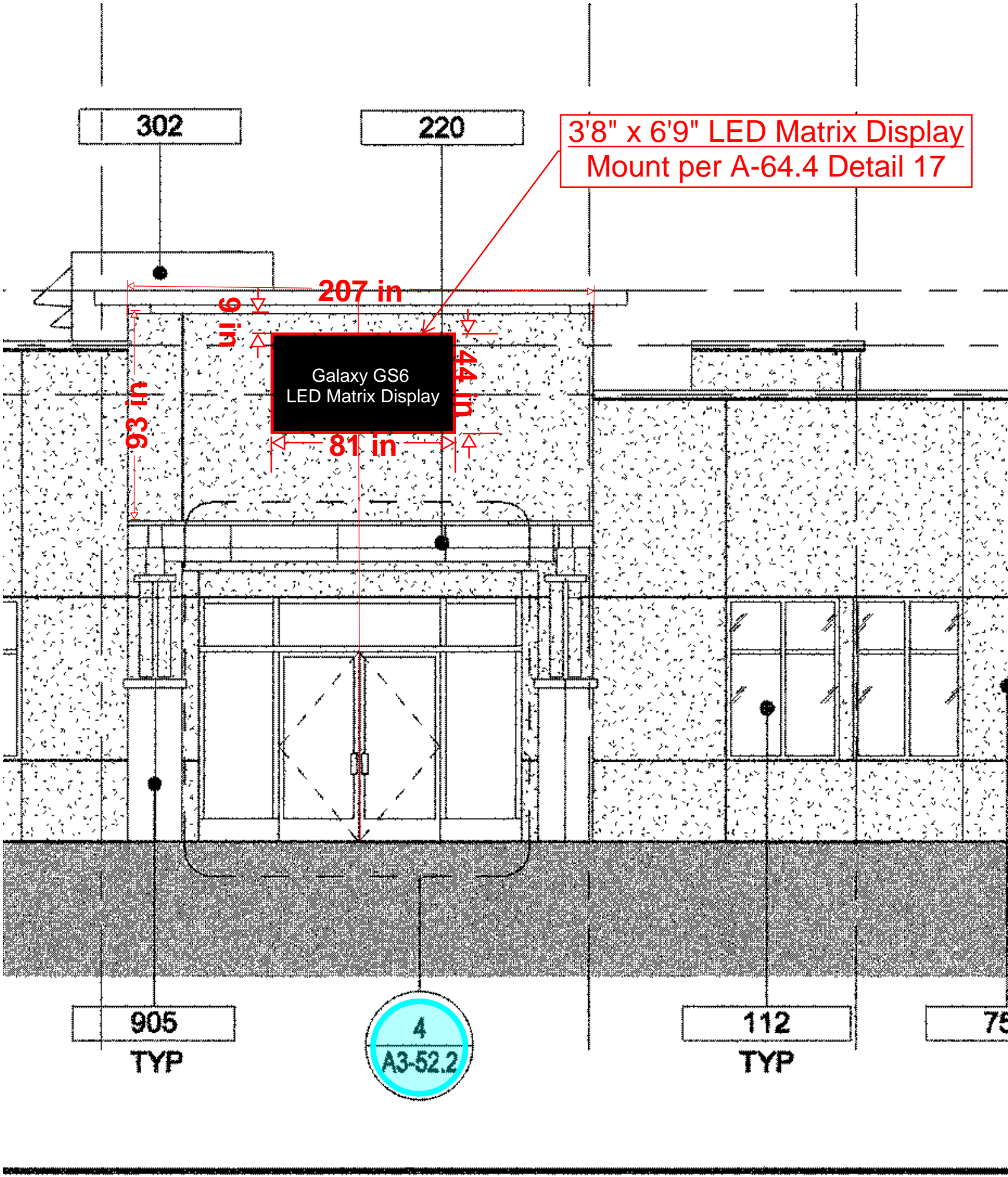
Address	

City	

State	Zip
_____	_____
Telephone	

Fax	

Email	



Daktronics LED Matrix Display

Galaxy
GS6-48x100-19.8-RGB-SF

DAKTRONICS

GALAXY® GS6 19.8 MM PRODUCT SPECIFICATIONS

The Galaxy GS6 is the best full-feature, high-quality Galaxy series yet. This product provides users a display that runs outstanding graphics and animations using the best contrast in the industry. The 19.8 mm pixel pitch provides a great-looking image and is a popular request among customers.

19.8 MM TECHNICAL SPECIFICATIONS

Character Height:

5.5" (7 pixel font)

Line Spacing:

19.8 mm (0.78")

Pixel Configuration:

~~Monochrome: 1 red or 1 amber~~

RGB: 1 red, 1 green, 1 blue

Maximum Brightness:

~~Monochrome red: 4,500 nits~~

~~Monochrome amber: 6,000 nits~~

RGB: 11,000 nits

Monochrome Color Capability:

~~4,096 shades of red or amber~~

Full Color Capability:

RGB: 281 trillion colors

Optimal Viewing Angle:

140 degrees horizontal x 70 degrees vertical

Readability Angle:

160 degrees horizontal x 90 degrees vertical

Min Viewing Distance:

45'

PRODUCT FEATURES

- All sealed components
- Quick connects
- Mounting clips
- High-contrast louvers
- Redundant module signal
- Large sections for fast installation
- Front ventilation on displays less than seven feet tall
- No spreader beam required for displays greater than seven feet tall
- Same module size and cabinet size for all pixel pitches
- Single-step module removal
- Shallow cabinet depth
- Narrow cabinet borders

MODEL NUMBER GUIDE

GS6	-	80	x	200	-	19.8	-	RGB	-	SF
Series		Lines High		Columns Wide		Line Spacing		LED Color Red, Amber, or RGB		Single Face or Two View



GS6 SERIES SPECIFICATIONS

Estimated LED Lifetime:

100,000+ hours

Contrast Enhancement:

Non-reflective black louvers and module face grooves disperse light

Message Capability:

Text, graphics, logos, basic animation, video clips, multiple font styles, and sizes

Control Software:

Venus® Control Suite

Power:

120, 120/240 VAC Single Phase

Display Dimming:

64 levels (Automatic, scheduled or manual control)

Communication Options:

Ethernet Fiber Optic, Ethernet Bridge Radio, ~~Remote Cellular~~, Ethernet CAT5

Operating Temperature:

-40°F to 120°F with 99% RH non-condensing

Compliance Information:

UL and cUL Listed, UL-Energy Verified, FCC compliance

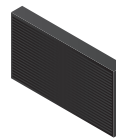
Warranty Coverage:

5 years

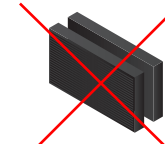
Galaxy Product Support:

Parts support for 10 years

DISPLAY CONFIGURATIONS



Single-face (SF)
Available in all sizes



~~**Two-view (2V)**~~
~~Available in all sizes~~

GALAXY® GS6 19.8 MM PRODUCT SPECIFICATIONS

Lines x Columns	Sections/Ventilated	Cabinet Dimensions Feet-Inches H x W x D	Cabinet Dimensions Meters H x W x D	Cabinet Square Feet (Square Meters)	Active Area Square Feet (Square Meters)	Cabinet Weight Pounds (kilograms)	Lines/Characters per line	Character Height	Maximum Watts		
									Amber	Red	RGB
16x80	Sing/Ft	1'7" x 5'6" x 5"	0.47 x 1.67 x 0.13	8.4 (0.8)	5.5 (0.6)	65 (30)	2/16	5"-12"	230	230	305
16x100	Sing/Ft	1'7" x 6'9" x 5"	0.47 x 2.06 x 0.13	10.4 (1.0)	6.8 (0.8)	75 (35)	2/20	5"-12"	275	275	370
16x120	Sing/Ft	1'7" x 8'1" x 5"	0.47 x 2.46 x 0.13	12.4 (1.2)	8.2 (1.0)	90 (41)	2/24	5"-12"	320	320	345
16x140	Sing/Ft	1'7" x 9'5" x 5"	0.47 x 2.85 x 0.13	14.4 (1.3)	9.5 (1.1)	105 (48)	2/28	5"-12"	365	365	500
16x160	Sing/Ft	1'7" x 10'8" x 5"	0.47 x 3.25 x 0.13	16.4 (1.5)	10.9 (1.3)	120 (55)	2/32	5"-12"	405	405	565
16x180	Sing/Ft	1'7" x 12'0" x 5"	0.47 x 3.65 x 0.13	18.4 (1.7)	12.2 (1.4)	135 (62)	2/36	5"-12"	450	450	630
16x200	Sing/Ft	1'7" x 13'3" x 5"	0.47 x 4.04 x 0.13	20.4 (1.9)	13.6 (1.6)	150 (69)	2/40	5"-12"	495	495	695
16x220	Sing/Ft	1'7" x 14'7" x 5"	0.47 x 4.44 x 0.13	22.4 (2.1)	14.9 (1.8)	165 (75)	2/44	5"-12"	540	540	755
16x240	Sing/Ft	1'7" x 15'11" x 5"	0.47 x 4.84 x 0.13	24.4 (2.3)	16.3 (1.9)	180 (82)	2/48	5"-12"	585	585	820
16x260	Sing/Ft	1'7" x 17'2" x 5"	0.47 x 5.23 x 0.13	26.4 (2.5)	17.6 (2.1)	195 (89)	2/52	5"-12"	630	630	885
16x280	Sing/Ft	1'7" x 18'6" x 5"	0.47 x 5.63 x 0.13	28.4 (2.6)	19.0 (2.2)	205 (93)	2/56	5"-12"	675	675	950
16x300	Sing/Ft	1'7" x 19'9" x 5"	0.47 x 6.02 x 0.13	30.4 (2.8)	20.3 (2.4)	220 (100)	2/60	5"-12"	720	720	1015
16x320	Sing/Ft	1'7" x 21'1" x 5"	0.47 x 6.42 x 0.13	32.4 (3.0)	21.7 (2.6)	235 (107)	2/64	5"-12"	765	765	1080
16x340	Sing/Ft	1'7" x 22'5" x 5"	0.47 x 6.82 x 0.13	34.4 (3.2)	23.0 (2.7)	250 (114)	2/68	5"-12"	810	810	1145
16x360	Sing/Ft	1'7" x 23'8" x 5"	0.47 x 7.21 x 0.13	36.4 (3.4)	24.4 (2.9)	265 (121)	2/72	5"-12"	855	855	1205
16x380	Sing/Ft	1'7" x 25'0" x 5"	0.47 x 7.61 x 0.13	38.4 (3.6)	25.7 (3.0)	280 (128)	2/76	5"-12"	900	900	1270
16x400	Sing/Ft	1'7" x 26'3" x 5"	0.47 x 8.01 x 0.13	40.4 (3.8)	27.1 (3.2)	295 (134)	2/80	5"-12"	955	955	1335
32x60	Sing/Ft	2'7" x 4'2" x 5"	0.79 x 1.27 x 0.13	10.7 (1.0)	8.2 (0.8)	80 (37)	4/12	5"-24"	255	255	360
32x80	Sing/Ft	2'7" x 5'6" x 5"	0.79 x 1.67 x 0.13	14.1 (1.3)	10.9 (1.1)	105 (48)	4/16	5"-24"	305	305	465
32x100	Sing/Ft	2'7" x 6'9" x 5"	0.79 x 2.06 x 0.13	17.4 (1.6)	13.6 (1.4)	130 (59)	4/20	5"-24"	370	370	570
32x120	Sing/Ft	2'7" x 8'1" x 5"	0.79 x 2.46 x 0.13	20.8 (1.9)	16.3 (1.7)	150 (69)	4/24	5"-24"	435	435	670
32x140	Sing/Ft	2'7" x 9'5" x 5"	0.79 x 2.85 x 0.13	24.1 (2.3)	19.0 (2.0)	175 (80)	4/28	5"-24"	500	500	775
32x160	Sing/Ft	2'7" x 10'8" x 5"	0.79 x 3.25 x 0.13	27.5 (2.6)	21.7 (2.2)	200 (91)	4/32	5"-24"	565	565	880
32x180	Sing/Ft	2'7" x 12'0" x 5"	0.79 x 3.65 x 0.13	30.8 (2.9)	24.4 (2.5)	225 (103)	4/36	5"-24"	630	630	980
32x200	Sing/Ft	2'7" x 13'3" x 5"	0.79 x 4.04 x 0.13	34.2 (3.2)	27.1 (2.8)	250 (114)	4/40	5"-24"	695	695	1085
32x220	Sing/Ft	2'7" x 14'7" x 5"	0.79 x 4.44 x 0.13	37.5 (3.5)	29.8 (3.1)	275 (125)	4/44	5"-24"	755	755	1190
32x240	Sing/Ft	2'7" x 15'11" x 5"	0.79 x 4.84 x 0.13	40.9 (3.8)	32.5 (3.4)	295 (134)	4/48	5"-24"	820	820	1295
32x260	Sing/Ft	2'7" x 17'2" x 5"	0.79 x 5.23 x 0.13	44.2 (4.1)	35.2 (3.6)	320 (146)	4/52	5"-24"	885	885	1395
32x280	Sing/Ft	2'7" x 18'6" x 5"	0.79 x 5.63 x 0.13	47.6 (4.4)	37.9 (3.9)	345 (157)	4/56	5"-24"	950	950	1500
32x300	Sing/Ft	2'7" x 19'9" x 5"	0.79 x 6.02 x 0.13	51.0 (4.8)	40.6 (4.2)	370 (168)	4/60	5"-24"	1015	1015	1605
32x320	Sing/Ft	2'7" x 21'1" x 5"	0.79 x 6.42 x 0.13	54.3 (5.1)	43.3 (4.5)	395 (180)	4/64	5"-24"	1080	1080	1705
32x340	Sing/Ft	2'7" x 22'5" x 5"	0.79 x 6.82 x 0.13	57.7 (5.4)	46.0 (4.8)	420 (191)	4/68	5"-24"	1145	1145	1810
32x360	Sing/Ft	2'7" x 23'8" x 5"	0.79 x 7.21 x 0.13	61.0 (5.7)	48.7 (5.0)	440 (200)	4/72	5"-24"	1205	1205	1915
32x380	Sing/Ft	2'7" x 25'0" x 5"	0.79 x 7.61 x 0.13	64.4 (6.0)	51.4 (5.3)	465 (211)	4/76	5"-24"	1270	1270	2020
32x400	Sing/Ft	2'7" x 26'3" x 5"	0.79 x 8.01 x 0.13	67.7 (6.3)	54.1 (5.6)	490 (223)	4/80	5"-24"	1335	1335	2120
48x60	Sing/Ft	3'8" x 4'2" x 5"	1.11 x 1.27 x 0.13	15.0 (1.4)	12.2 (1.2)	110 (50)	6/12	5"-37"	300	300	480
48x80	Sing/Ft	3'8" x 5'6" x 5"	1.11 x 1.67 x 0.13	19.7 (1.9)	16.3 (1.6)	145 (66)	6/16	5"-37"	385	385	620
48x100	Sing/Ft	3'8" x 6'9" x 5"	1.11 x 2.06 x 0.13	24.4 (2.3)	20.3 (2.0)	180 (82)	6/20	5"-37"	470	470	765
48x120	Sing/Ft	3'8" x 8'1" x 5"	1.11 x 2.46 x 0.13	29.1 (2.7)	24.4 (2.4)	210 (96)	6/24	5"-37"	555	555	905
48x140	Sing/Ft	3'8" x 9'5" x 5"	1.11 x 2.85 x 0.13	33.8 (3.2)	28.4 (2.8)	245 (112)	6/28	5"-37"	640	640	1050
48x160	Sing/Ft	3'8" x 10'8" x 5"	1.11 x 3.25 x 0.13	38.6 (3.6)	32.5 (3.2)	280 (128)	6/32	5"-37"	720	720	1195
48x180	Sing/Ft	3'8" x 12'0" x 5"	1.11 x 3.65 x 0.13	43.3 (4.1)	36.6 (3.6)	315 (143)	6/36	5"-37"	805	805	1335
48x200	Sing/Ft	3'8" x 13'3" x 5"	1.11 x 4.04 x 0.13	48.0 (4.5)	40.6 (4.0)	350 (159)	6/40	5"-37"	890	890	1480
48x220	Sing/Ft	3'8" x 14'7" x 5"	1.11 x 4.44 x 0.13	52.7 (4.9)	44.7 (4.4)	380 (173)	6/44	5"-37"	975	975	1620
48x240	Sing/Ft	3'8" x 15'11" x 5"	1.11 x 4.84 x 0.13	57.4 (5.4)	48.7 (4.8)	415 (189)	6/48	5"-37"	1055	1055	1765
48x260	Sing/Ft	3'8" x 17'2" x 5"	1.11 x 5.23 x 0.13	62.1 (5.8)	52.8 (5.2)	450 (205)	6/52	5"-37"	1140	1140	1905
48x280	Sing/Ft	3'8" x 18'6" x 5"	1.11 x 5.63 x 0.13	66.8 (6.2)	56.8 (5.6)	485 (220)	6/56	5"-37"	1225	1225	2050
48x300	Sing/Ft	3'8" x 19'9" x 5"	1.11 x 6.02 x 0.13	71.5 (6.7)	60.9 (6.0)	515 (234)	6/60	5"-37"	1310	1310	2195
48x320	Sing/Ft	3'8" x 21'1" x 5"	1.11 x 6.42 x 0.13	76.2 (7.1)	64.9 (6.4)	550 (250)	6/64	5"-37"	1395	1395	2335
48x340	Sing/Ft	3'8" x 22'5" x 5"	1.11 x 6.82 x 0.13	80.9 (7.6)	69.0 (6.8)	585 (266)	6/68	5"-37"	1475	1475	2480
48x360	Sing/Ft	3'8" x 23'8" x 5"	1.11 x 7.21 x 0.13	85.6 (8.0)	73.1 (7.2)	620 (282)	6/72	5"-37"	1560	1560	2620
48x380	Sing/Ft	3'8" x 25'0" x 5"	1.11 x 7.61 x 0.13	90.3 (8.4)	77.1 (7.6)	655 (298)	6/76	5"-37"	1645	1645	2765
48x400	Sing/Ft	3'8" x 26'3" x 5"	1.11 x 8.01 x 0.13	95.0 (8.9)	81.2 (8.0)	685 (311)	6/80	5"-37"	1730	1730	2905
64x60	Sing/Ft	4'8" x 4'2" x 5"	1.43 x 1.27 x 0.13	19.3 (1.8)	16.3 (1.6)	140 (64)	8/12	5"-49"	360	360	595
64x80	Sing/Ft	4'8" x 5'6" x 5"	1.43 x 1.67 x 0.13	25.4 (2.4)	21.7 (2.1)	185 (84)	8/16	5"-49"	465	465	780
64x100	Sing/Ft	4'8" x 6'9" x 5"	1.43 x 2.06 x 0.13	31.5 (2.9)	27.1 (2.6)	230 (105)	8/20	5"-49"	570	570	960
64x120	Sing/Ft	4'8" x 8'1" x 5"	1.43 x 2.46 x 0.13	37.5 (3.5)	32.5 (3.1)	275 (125)	8/24	5"-49"	670	670	1145
64x140	Sing/Ft	4'8" x 9'5" x 5"	1.43 x 2.85 x 0.13	43.6 (4.1)	37.9 (3.6)	315 (143)	8/28	5"-49"	775	775	1325
64x160	Sing/Ft	4'8" x 10'8" x 5"	1.43 x 3.25 x 0.13	49.6 (4.6)	43.3 (4.2)	360 (164)	8/32	5"-49"	880	880	1505
64x180	Sing/Ft	4'8" x 12'0" x 5"	1.43 x 3.65 x 0.13	55.7 (5.2)	48.7 (4.7)	405 (184)	8/36	5"-49"	980	980	1690
64x200	Sing/Ft	4'8" x 13'3" x 5"	1.43 x 4.04 x 0.13	61.7 (5.8)	54.1 (5.2)	445 (202)	8/40	5"-49"	1085	1085	1870
64x220	Sing/Ft	4'8" x 14'7" x 5"	1.43 x 4.44 x 0.13	67.8 (6.3)	59.5 (5.7)	490 (223)	8/44	5"-49"	1190	1190	2055
64x240	Sing/Ft	4'8" x 15'11" x 5"	1.43 x 4.84 x 0.13	73.9 (6.9)	64.9 (6.2)	535 (243)	8/48	5"-49"	1295	1295	2235
64x260	Sing/Ft	4'8" x 17'2" x 5"	1.43 x 5.23 x 0.13	79.9 (7.5)	70.4 (6.8)	580 (264)	8/52	5"-49"	1395	1395	2420
64x280	Sing/Ft	4'8" x 18'6" x 5"	1.43 x 5.63 x 0.13	86.0 (8.1)	75.8 (7.3)	620 (282)	8/56	5"-49"	1500	1500	2600
64x300	Sing/Ft	4'8" x 19'9" x 5"	1.43 x 6.02 x 0.13	92.0 (8.6)	81.2 (7.8)	665 (302)	8/60	5"-49"	1605	1605	2780
64x320	Sing/Ft	4'8" x 21'1" x 5"	1.43 x 6.42 x 0.13	98.1 (9.2)	86.6 (8.3)	710 (323)	8/64	5"-49"	1705	1705	2965

DAKTRONICS QUOTE # 526754-5-0

TAFT ELECTRIC COMPANY
 Matt Gobuty
 1694 Eastman Ave
 Ventura, CA USA 93003
 Phone: (805)642-0121
 Fax:
 Email: mgobuty@taftelectric.com

3/Jul/2018
 Quote valid for: 30 days
 Terms: Payment With Order
 Subject to Credit Review
 FCA: DAKTRONICS
 Delivery: Call for production time

Reference: Elm Elementary School - Oxnard, CA ~ Change to quote per email from Matt Gobuty 07/02/18
PRODUCT ONLY, DOES NOT INCLUDE INSTALLATION
 PWCR #: 1000001564

Item No.	Model	Description	Qty	Price
1	GS6-48X100-19.8-RGB-SF	Galaxy® Outdoor Electronic Message Center - GS6 Series - 19.8mm RGB Matrix: 48 lines by 100 columns Line Spacing: 19.8mm LED Color: RGB- 281 Trillion Colors Face Configuration: SF - single one sided display View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 3' 8" H X 6' 9" W X 0' 5" D (Approx. Dimensions) Max Power: 765 watts/display Weight: Unpackaged 180 lbs per display; Packaged 360 lbs per display	2	\$22,144.00
	Galaxy® Outdoor Display Communication Kit #1	Choose One: Fiber or Wire Ethernet (Cable Not Included), Wireless Ethernet Bridge Radio, or Daktronics Verizon 4G Cellular Modem (HARDWARE ONLY. DATA PLAN SHOWN IN SERVICE OPTIONS BELOW).	2	
	Venus® Control Suite - Prime Playlist Package, Cloud Based	Secure, web-based software that enables display management anytime, anywhere via internet connection. ADMINISTRATORS OF ACCOUNT REQUIRED AT TIME OF ORDER. Terms of Use: http://www.daktronics.com/TermsConditions/DD2688225	2	
	System Startup	Final Commissioning of Equipment	1	
2	Note:	QUOTE IS FOR LED SIGN ONLY AND ANY ADDITIONAL SIGNAGE, STRUCTURE OR INSTALLATION TO BE DONE BY "OTHERS". DAKTRONICS WILL SUPPLY THE LED MESSAGE CENTER PORTION OF THE SIGN ONLY.	1	
3	Taxes	9.5% (subject to change at time of shipping based on "Ship To" location)	1	\$2,103.68
4	FREIGHT	Shipping to site	1	\$660.32
Services				
5	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
	Venus® Control Suite - Prime Playlist One-on-One Webinar	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1	\$12,454 for Admin \$12,454 for MPR
Total Price Including Sales Tax: \$24,908.00				

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

- \$50,000 in total equipment cost = \$10,700 per year
- \$100,000 in total equipment cost = \$21,199 per year
- \$250,000 in total equipment cost = \$52,899 per year

****Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.**

Exclusions:

- | | |
|--|--|
| <ul style="list-style-type: none"> - Electrical Installation - Structure - Power - Technical Support/Installation Support - Signal Conduit - Applicable Permits - Front End Equipment | <ul style="list-style-type: none"> - Physical/Mechanical Installation - Foundation - Hoist - Engineering Certification - Labor to Pull Signal Cable - Electrical Switch Gear or Distribution Equipment |
|--|--|

Unless expressly stated otherwise in this Quote # 526754-5 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.

Bob Fechner
PHONE: 714-865-6040
FAX: 605-697-4746
EMAIL: Bob.Fechner@daktronics.com

Lori Hensley
PHONE: 605-692-0200
FAX: 605-697-4746
EMAIL: Lori.Hensley@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

- | | |
|---|--|
| SL-02375 Standard Terms and Conditions of Sale | www.daktronics.com/terms_conditions/SL-02375.pdf |
| SL-02374 Standard Warranty and Limitation of Seller's Liability | www.daktronics.com/terms_conditions/SL-02374.pdf |
| SL-07862 Software License Agreement | www.daktronics.com/terms_conditions/SL-07862.pdf |
| SL-04116 Graphic File Standards | www.daktronics.com/terms_conditions/SL-04116.pdf |

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title



Purchase Order Information:

TAFT ELECTRIC COMPANY

PO# _____

PO Date _____

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	
Ship To:	

Company	

Contact Person	

Address	

City	

State	Zip
_____	_____
Telephone	

Fax	

Email	

<input type="checkbox"/> Same as Ship to	
End User:	

*Company	

Contact Person	

Address	

*City	

*State	*Zip
_____	_____
Telephone	

Fax	

Email	

*Required Information	

BILL TO (if different from quoted address):	

Company	

Contact Person	

Address	

City	

State	Zip
_____	_____
Telephone	

Fax	

Email	

VENUS® CONTROL SUITE ACCOUNT FORM

To help us process your new Daktronics order, please fill out the blanks and confirm the data entered below. For detailed instructions on completing this form, refer to the steps at the bottom of this page.

**We must have this information to create a Venus account.
Daktronics recommends two administrators for security purposes.**

This is a new Venus account (Daktronics will create it and send the credentials).

Please add users and display to an existing Venus account.

This request is for a school. School District name

***Required (needed to create account)**
Primary Contact - Account Administrator

Recommended
Second Contact - Account Administrator

***Email**

Email

Name

Name

Phone

Phone

If training is included, who should be contacted?

Other (please enter email address below)

Primary Contact

Second Contact

Displays on this order:

Display Location		Permit, Ordinances		Sign Size (Pixels)		Color Depth	
Display (how you want them named in Venus) Example: 8 th St Display or Store #432		Time Zone	Animation allowed?	Hold time (seconds)	Lines (Height)	Columns (Width)	Full Color or Monochrome
1							
2							
3							
4							

Note: Fields outlined in blue are for Daktronics use only.

Quote # Submit with the order or fax: 605-692-0381 or email:

1. Venus Control Suite Software package:
2. Software training included?
3. Are any other options included?

Step 1: Complete the fields above **outlined in green**. The name(s) entered will be the account administrator(s), with authority to use the software, change settings, and create or delete users. **The Email field is required** and must be completed for the end user to operate the display and access free content and training. Any additional information you can provide will help ensure your account is configured correctly and provides the best possible new owner experience. Please confirm the information in the fields **outlined in blue** matches the information in your quote from Daktronics.

Step 2: We'll send an email from SoftwareActivation@daktronics.com with the user name and password to the new Venus Control Suite account. We'll also include a link to download the free media kit included with the account. If the order includes training, we'll contact the Account Administrator(s) to schedule it. Visit www.daktronics.com/venuslearning for self-guided training videos and guides.

TAFT ELECTRIC CO TERMS AND CONDITIONS

(11/20/17)

THESE TERMS APPLY TO AND ARE A PART OF THIS ORDER.

Any additional or different terms proposed, whether in quote or any other document shall not be binding upon Taft and hereby rejected, unless otherwise expressly agreed upon in writing by an authorized representative of Taft.

1. **PAYMENT POLICY:** Invoices received after 25th of the month will be considered as being received in following month. Discount invoices will be paid on the tenth. Any payment made hereunder prior to completion and acceptance of the work as referred to above, shall not be construed as evidence of acceptance or acknowledgment of completion of any part of any Seller's work or waiver of any of Taft's rights.

Seller agrees to furnish, if and when required by Taft, releases of claims for labor and material, including release from its subcontractors, suppliers or material men performing work or furnishing materials under this Purchase Order, in a form satisfactory to Taft. It is agreed that no payment hereunder shall be made, except at Taft's option, until and unless such documents have been furnished.

Taft may, at its option, make any payment due hereunder by check make payable jointly to Seller and any of Seller's subcontractors, suppliers and material men who have performed work or furnished materials under this Purchase Order.

2. **BILLING:** Copy of purchase order must be submitted with each billing. Mail original bill and three copies to the Accounting Department. Show order number and the items billed. State whether they cover partial or complete order. The words "Final Billing", must appear on the last bill. List and include any sales or use taxes as separate items. If freight is not included in order price, it must be billed separately with receipted copies of freight bills attached. Cash discount period will commence on the day of receipt of a bill that meets the billing requirements & payment policy of this order. Final bills must be submitted within six months of shipment.
3. **SHIPPING TERMS:** F.O.B Job Site.
4. **PACKING:** All prices include proper packing, loading, and dunnaging compatible with safe shipment of the terms on this order.
5. **TAGGING:** Seller shall tag each individual item for easy identification. No adhesive tags or advertising matter shall be affixed to painted surfaces.
6. **FIRM PRICE:** All prices are firm, not subject to increase, and include all requirements of this order.
7. **TAXES:** All prices exclude sales and use tax.
8. **ATTACHMENTS:** Any specifications, drawings, or other documents attached to or referred to in this purchase order or in its attachments are by this reference expressly incorporated into and made a part of this order.
9. **SHIPMENT:** Seller's shipping promise is stated in this order. If Seller determines he cannot meet this shipping promise he must immediately notify Taft by email or phone. If Seller extends the shipping date or in Taft's opinion fails to meet progress requirements established in this order, Taft may cancel all or any part of the order without charge to Taft unless such extension of shipment is beyond Seller's reasonable control and Seller has notified Taft of the reasons for such extension in writing within five working days of the occurrences causing such extension.
10. **TITLE AND RISK OF LOSS:** Title to and risk of loss of the property covered by this order pass to Taft or its customer when the property is delivered at the FOB point specified in this order.
11. **DRAWINGS AND DATA:** Seller shall supply drawings, data, and progress reports by the dates specified in this order. Order and item numbers must appear on all documents, and final drawings shall be certified correct for this order. Where practical, Seller shall supply single reproducible transparencies rather than the quantities of drawings and data specified in this order. Taft reserves the right to withhold ten percent of the order price from Seller's billings until all drawings, data and reports have been received by Taft in proper form.
12. **SELLER'S RESPONSIBILITY:** Seller is and shall be fully responsible for the design and construction of items on this order and for compliance with all applicable specifications and codes. If required by this order, Seller shall submit drawings to Taft for review as to layout, appearance, and the like. Taft's review approval, or action taken on the drawings, is for these limited purposes only and shall not relieve or discharge Seller either expressly or by implication from the responsibilities and obligations of Seller under this order.

13. **PRIOR EXPERIENCE:** Except as otherwise provided in the specifications, Seller warrants that as to the items covered by this order, Seller has had satisfactory prior experience with all of the material of construction, the reliability of the engineering and the design used, the proven operability and efficiency of such items, and any other consideration that is pertinent to satisfactory performance of the items, within the operating conditions specified. The above warranty applies to all items and all their component parts, appurtenances, accessories and all combinations thereof.
14. **MATERIALS WARRANTY:** Seller warrants to Taft and its customer that all items, materials, and work furnished under this order, whether manufactured or fabricated by Seller or others, will strictly conform to specifications, drawings, samples or other description referred to herein or given by Taft to Seller, be free from defects, of merchantable quality, and fit for the purpose intended. All work shall be done in a skilled manner and shall be of first-class workmanship in every respect, and all items and materials shall be new. If required by Taft, Seller shall supply satisfactory evidence of the kind and quality of materials Seller has furnished.
15. **PERFORMANCE WARRANTY:** Seller warrants that all items furnished will be of sufficient size and capacity and of proper materials to perform properly in the services and for the operating conditions specified herein.
16. **WARRANTY REMEDIES:** ~~If within 24 months from date of shipment, or within 12 months from date first used as intended, whichever occurs first, Taft or its customer discovers defects, errors, omissions, performance deficiencies or breach of any warranty as to the items or materials supplied by Seller, the Seller shall promptly repair or replace without cost to Taft or its customer the items or materials in question, if Seller fails after reasonable notice to proceed promptly with the repair or replacement of the defective items or materials, Taft or its customer may repair or replace such items or materials and charge all related costs to the Seller without voiding the warranties herein. The right and remedies of Taft and its customer provided in this clause are in addition to and are not a limitation of, any other warranty or any other rights or remedies provided in law, equity, or under this order.~~ **Warranty begins once the product has shipped from the factory. Five years parts & factory labor.**
17. **DEVIATIONS OR SUBSTITUTIONS:** Seller shall not substitute materials for those specified or otherwise deviate from the requirements of this order without Taft's written consent. Approval, review, or consent by Taft to drawings, samples, or other representations shall not constitute acceptance of deviations, unless Seller has identified them as deviations, by separate written notice when submitting such drawings, samples, or other representations. If the words "or equal" are used in this order, proposed equals must be consented to in writing by Taft. Seller shall submit to Taft satisfactory evidence that proposed equals or substitutes fulfill the requirements specified. Taft's consent to any substitution is based upon Seller's expertise and representations concerning the suitability of the substituted material. Taft's consent does not relieve Seller of any responsibility if material proves not be equal to that specified.
18. **CHANGES:** Seller shall make no change in this order without Taft's written consent. Taft may alter order quantities and specifications at any time. If Taft initiated changes affect price or delivery, Seller shall give Taft written notice of the effect of such changes as soon as possible but in no even later than three weeks from the date the change was proposed. Any price change not covered by a previously established price agreement shall be agreed to by Taft and Seller before it becomes effective.
19. **EXCESS MATERIAL:** Materials and equipment supplied in error or in excess of the amounts ordered herein, may be returned to Seller, Seller shall pay all shipping and return-freight costs and shall issue credit to offset any billings to Taft for such items. In general, normal trade tolerances will be followed in determining the acceptability of quantities delivered.
20. **CANCELLATION:** Taft shall have the right to cancel all or any separable part of this order by written notice. At the time of such cancellation, Seller shall discontinue all work pertaining thereto, place no additional orders, and cancel existing orders on the best possible terms. Pending Taft's instructions, Seller shall preserve and protect materials on hand, work in progress, and completed work, both in his own and in his supplier's plants. Cancellation payment, if any, shall be mutually agreed to by Taft and Seller, based on that portion of the purchase order price as the work satisfactorily performed to the date of the cancellation bears to the entire work contracted for less any sum of money paid to Seller. Seller shall not be entitled to any prospective profits or damages because of cancellation.
21. **DEFAULT:** Time is of the essence on this order. Seller shall prosecute its work in a prompt and diligent manner, without delaying or hindering Taft's work. If Seller should default in

November 20, 2017

- performance under this Purchase Order, or otherwise commit any act which causes delay to the prime contract work, it shall be liable for all losses, costs, expenses, liabilities and damages, including consequential damages and liquidated damages, sustained by Taft, or for which Taft may be liable to Owner or any other party because of Seller's default. If Seller breaches any provision of this order or becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings or makes an assignment for benefit of creditors, Taft shall have the right, in addition to any other rights or remedies it may have under this order or by law, to terminate this order for default by giving Seller written notice. Upon default termination, Seller shall be liable to Taft for all costs in excess of the order price incurred by Taft in effecting completion of performance. Time is of the essence on this order.
22. **SETOFF:** Taft shall be entitled at all times to set off any amount owed by Seller to Taft or to any of Taft's subsidiaries in connection with any transaction or occurrence against any amount due or owing Seller in connection with this order.
23. **GOVERNING LAWS:** Seller shall observe and comply with all applicable laws, ordinances, codes and regulations, including the Occupational Safety and Health Act and its regulations, and shall indemnify Taft and its customer from and against all liability, including civil fines and penalties, for any violation of such laws, ordinances, codes, and regulations.
24. **PATENTS:** Seller shall indemnify and hold Taft and its customers free and harmless of and from any and all costs, expense, liability or damages arising out of alleged or actual patent infringement resulting from the use or sale of articles, or processes supplied or methods used by Seller under this order.
25. **SUBSUPPLIERS:** Seller shall send to Taft unpriced copies of all of its purchase orders for the materials or equipment pertaining to this order. Taft may wish to contact or visit Seller's suppliers to confirm delivery commitments and will notify Seller before doing so.
26. **INSPECTION RESPONSIBILITY:** Seller shall have sole responsibility for the inspection of, and Seller shall inspect all material, equipment, supplies, and other items furnished by Seller to ensure that they conform in each and every respect to the requirements of this order and accord with good design, engineering, and fabrication practices. This inspection includes work in shops of Seller's suppliers, as well as work in Seller's plant. Taft and its customer shall have the right to inspect any work wherever situated for conformance to this order and for progress of the work items requiring inspection by either Taft or its customer, shipped without inspection authorization will be considered rejected until such time that they have been inspected and not then rejected by either Taft or its customer, at their destination. Neither inspection nor acceptance nor waiving of inspection by Taft or its customer shall relieve Seller of his inspection responsibility or any of his obligations, including warranties under this order.
27. **PLANT INSPECTION NOTIFICATION:** If required by this order, Seller shall notify Taft by wire of readiness for inspection in his plant. Seller's notification shall be one full week before work starts in his shop. Seller's wire must state (1) item or items ready for fabrication, (2) Taft order number, (3) location of plant, and (4) plant personnel to contact. If this order or its specifications list specific materials or procedures that must be inspected, Seller's notification shall be one full week before the first of these specific items is ready. After the initial notification, Taft and Seller will agree on a schedule for further inspections. Seller shall not delay fabrication or manufacture pending inspection, unless otherwise directed by Taft.
28. **ASSIGNMENT:** Seller shall not assign this order in whole or in part without Taft's prior written consent. Seller shall not assign any moneys due or to become due hereunder without Taft's prior written consent. No contractual relation between any third party and Taft shall be created as a result of this order. Taft reserves the right to assign this order in whole or in part to its customer.
29. **NONWAIVER:** Waiver by Taft of any provision of this order shall not constitute a waiver as to any other provision, and shall not affect the right of Taft to thereafter exercise any right or remedy in the event of any other default, whether similar or not.
30. **CONFLICTING REQUIREMENTS:** Should any requirement or provision of this order or its attachments conflict with any other requirement or provision, it is the Seller's responsibility to give Taft written notice of such conflict for resolution. If Seller proceeds without requesting resolution of such conflict, Taft's decision as to the governing requirement shall be final, and all costs incurred in correcting Seller's erroneous interpretation are for Seller's account.
31. **ENTIRETY OF AGREEMENT:** This order and its attachments and references contain the entire agreement between Taft and Seller. Additional or new terms contained in this order which vary from Seller's offer are deemed accepted by Seller by shipment of any article or other commencement of performance hereunder. All previous proposals, offers, and other communications relative to this order, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated into this order. No future waiver or exception to any of the terms, conditions, and provisions of this order shall be considered valid unless specifically agreed to in writing.
32. **No Damages for Delay:** Should Seller be delayed in the prosecution or completion of the work by the act, neglect or default of another person, including, but not limited to, shall the time of completion be extended to a date which will prevent Taft from completing its work on the project within the time allowed for such completion.
- No claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Taft, including, but not limited to, conduct amounting to a breach of this Agreement, or delays by the Owner or Contractor, shall be recoverable from Taft and the above-mentioned extension of time shall be the sole remedy of Seller, provided however, that in the event Taft obtains additional compensation on account of such delays, Seller shall be entitled to such portion of the additional compensation so received by Taft as is equitable under all of the circumstances.
- In the event that Taft prosecutes a claim against Owner or Contractor for additional compensation for any delay, Seller shall cooperate fully with Taft in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorneys fees, to the extent that said claim is made by Taft at the request of Seller.
- If Owner or other responsible party delays making payment to Taft from which payment to Seller is to be made, Taft (and its sureties if any) shall have a reasonable time to make payment to Seller. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Taft, its sureties, and Seller require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment including (but not limited to) mechanic's lien remedies.
33. **CLAIMS OF SELLER:** If the Seller asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner, the Contractor, or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Taft will present the Seller's claim to the Owner or Contractor, or other responsible party, as appropriate. The Seller shall cooperate fully with Taft in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse Taft for all expense, including legal expense, incurred by Taft which arise out of Taft's submission of Seller's claim. Seller shall be bound in the same manner, extent, and degree as Taft by any adjudication or award in any action or proceeding resolving such a claim.
34. **CERTIFICATE OF INSURANCE:** Whereas the seller is required per PO Contract with Taft to provide labor of any kind on the project, Seller agrees to provide Taft with a Certificate of Insurance that names Taft Electric as Additionally Insured.

AFFIRMATIVE ACTION CLAUSE

Seller agrees to comply with all rules, regulations and relevant to Executive Order 11246, 503 of the Rehabilitation Act, and 4212 of the Vietnam Veterans Readjustment Assistance Act, as amended



962 W. Foothill Blvd.
 Azusa, CA 91702
 Phone 626-969-2222
 Fax 626-969-5511

DATE: 7/23/18

EXPIRATION DATE: 9/31/18

TO Taft Electric
 Matt Gobuty
 1694 Eastman Ave
 Ventura, CA 93003

JOB ADDRESS:
 Elm ES
 450 E. Elm Street, Oxnard, CA 93033
 Matt (805) 654-7994
 mgobuty@taftelectric.com

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Tim Schwan	INSTALL 2nd WALL MARQUEE	50% Down Balance on Completion	ASAP

QTY	ITEM #	DESCRIPTION		TOTAL
		INSTALL CUSTOMER SUPPLIED DAKTRONICS MARQUEE: Receive Daktronics GS6 message center, uncrate and prepare for single face wall mount. Install steel angle mounts onto wall and install sign onto angles using Daktronics supplied bent plate mounts. Power and signal to sign shall be by others. Note, installation must be made with lags directly through stucco into studs. Any modification to building or using collars shall be by others or at additional cost. Any blocking needed behind stucco shall be by others. This price includes material, labor and tax. Permits, engineering, inspections, DSA requirements and all related costs are not included.		
			TOTAL DISCOUNT	
			SUBTOTAL	
			SALES TAX	
			TOTAL	\$7,221.90

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

2018 Rates

TAFT ELECTRIC CHANGE REQUEST PROPOSAL LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$84.36
JOURNEYMAN	2.00	\$78.88
APPRENTICE	1.00	\$71.62
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$78.44

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

25 Jul 2018 13:59:20

Region: COR 033 ADMIN SIGN

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	2.00		M	1	LIQUIDTITE CONDUIT	0.0000	0.00	0.0000	0.00
50075	6.00	FT	M	1	LIQUIDTITE CONDUIT	2.0835	12.50	0.0750	0.45
50086	2.00	EA	M	1	LIQUIDTITE ANGLE CONNECTOR	10.3297	20.66	0.2880	0.58
50097	2.00	EA	M	1	LIQUIDTITE STRAIGHT CONNECTOR	4.1734	8.35	0.2400	0.48
40209	2.00	EA	M	1	GRD BUSHING INSULATED	5.7096	11.42	0.3000	0.60
TITLE	1.00		M		SW FS BOX PVC COATED	0.0000	0.00	0.0000	0.00
140272	1.00	EA	M	20A	1P TOGGLE SPECIFICATION -GRADE	11.8860	11.89	0.2500	0.25
150427	1.00	EA	M		PVC COATED OUTLET/JBOX	21.2300	21.23	0.7000	0.70
150564	1.00	EA	M		1G FS/FD SWITCH WP-COVER	45.3760	45.38	0.1000	0.10
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
TITLE	2.00		M	2-1/8 DEEP	BOX 4S BLANK	0.0000	0.00	0.0000	0.00
150041	2.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	7.90	0.3000	0.60
150090	2.00	EA	M		4"SQ BLANK CVR	0.9221	1.84	0.0800	0.16
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.24	0.0240	0.29
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
10047	20.00	FT	M	3/4	EMT	0.4973	9.95	0.0500	1.00
30147	2.00	EA	M	3/4	EMT STEEL-COMP COUPLING RT	0.9471	1.89	0.3000	0.60
30247	1.00	EA	M	3/4	EMT STEEL COMP INS-THROAT CONN RT	0.9114	0.91	0.1400	0.14
69	3.00		M		FIRECAULK CONDUIT PENETRATION	3.0000	9.00	0.1500	0.45
70	12.00		M		CONDUIT SUPPORT 1/2" - 1"	5.8990	70.79	0.1250	1.50
500153	2.00	EA	M	1/2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.3000	0.60
50001	50.00	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5298	26.49	0.0400	2.00
50023	2.00	EA	M	1/2	FLEX COND ANGLE CONN	2.6859	5.37	0.1440	0.29
50034	2.00	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	1.35	0.1200	0.24
40207	4.00	EA	M	1/2	GRD BUSHING INSULATED	4.9886	19.95	0.2500	1.00
100152	6.00	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.96

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: COR 033 ADMIN SIGN

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70029	220.00	FT	M	12	THHN/THWN CU (SOL)	0.1114	24.51	0.0060	1.32
Phase Totals:							313.98		14.57
Job Totals:							313.98		14.57

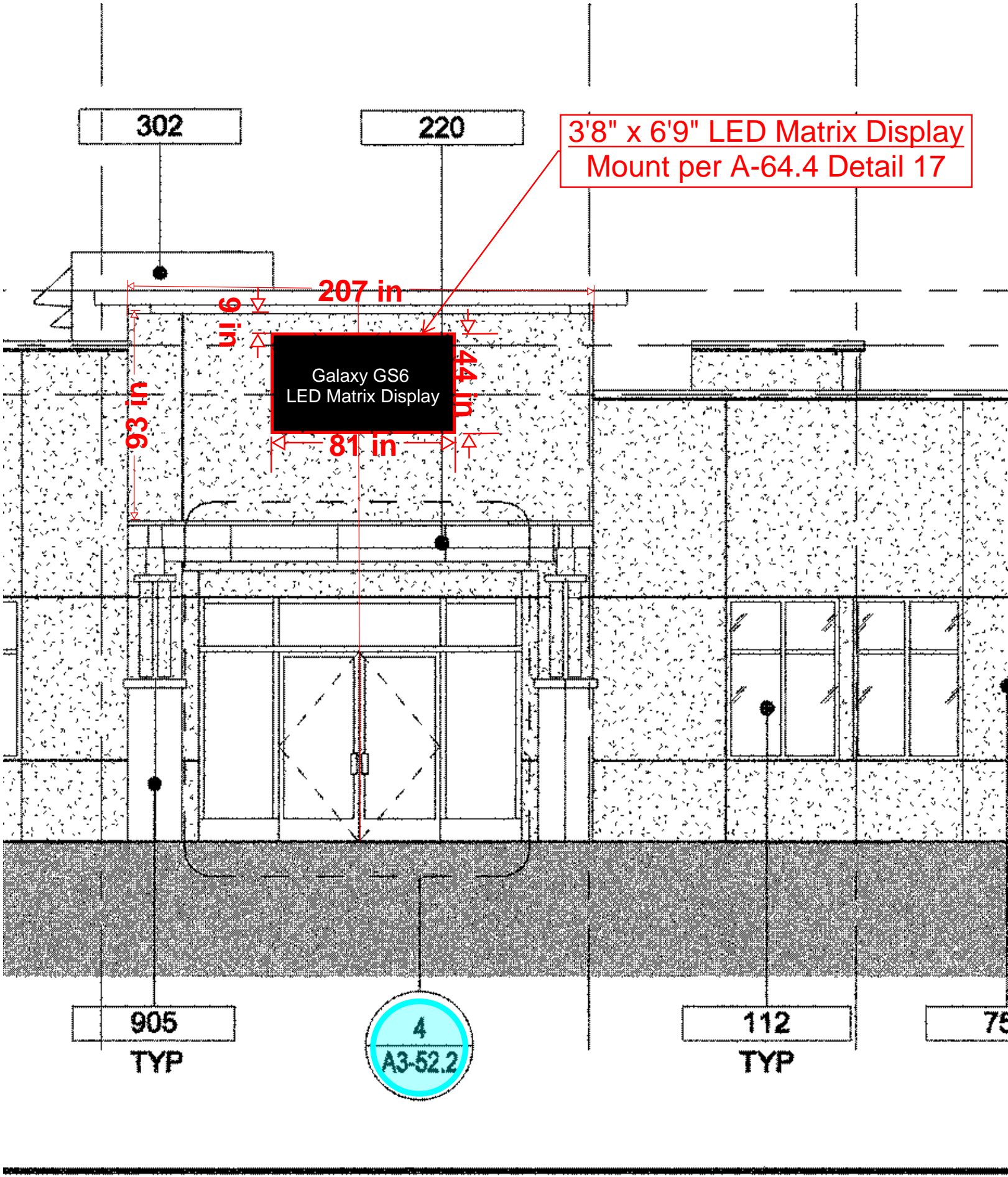


STOP

STOP

←







REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 482

Project: Elm Elementary School Reconstruction Project

Date: 07-26-18

Discipline: Architectural

Subject: Marquee @ the admin bldg.

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-21.1	2	East Elevation

QUESTION

Per the discussion on 7/17/2018, during the OAC meeting, please confirm that a new marquee is to be mounted over the center of three (3) windows of the admin building (as shown in the attached sketch). Also, kindly specify the height at which it needs to be placed.

ANSWER

See attached sketch for proposed location of marquee sign
Tom Bardwell
SVA Architects
8/6/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Taft Electric Co	Matt Gobuty	8/7/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 482

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Marquee @ the admin bldg.

Date: 07-26-18
Discipline: Architectural

Response Requested By: 08-02-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-21.1	2	East Elevation

QUESTION

Per the discussion on 7/17/2018, during the OAC meeting, please confirm that a new marquee is to be mounted over the center of three (3) windows of the admin building (as shown in the attached sketch). Also, kindly specify the height at which it needs to be placed.

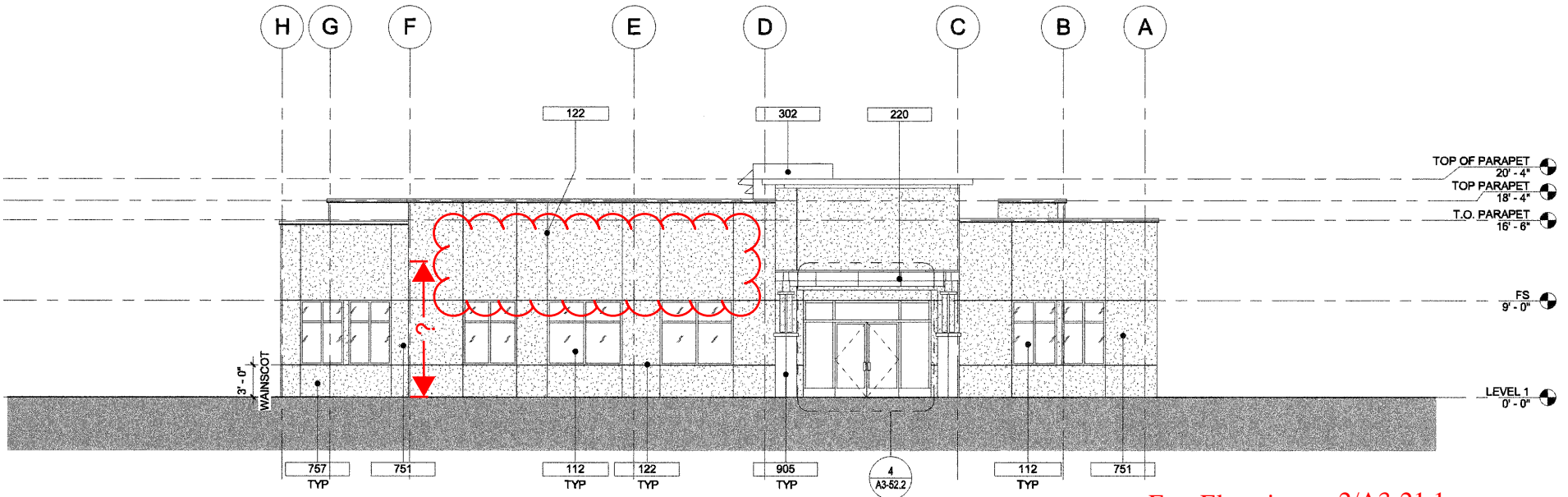
ANSWER

See attached sketch for proposed location of marquee sign.

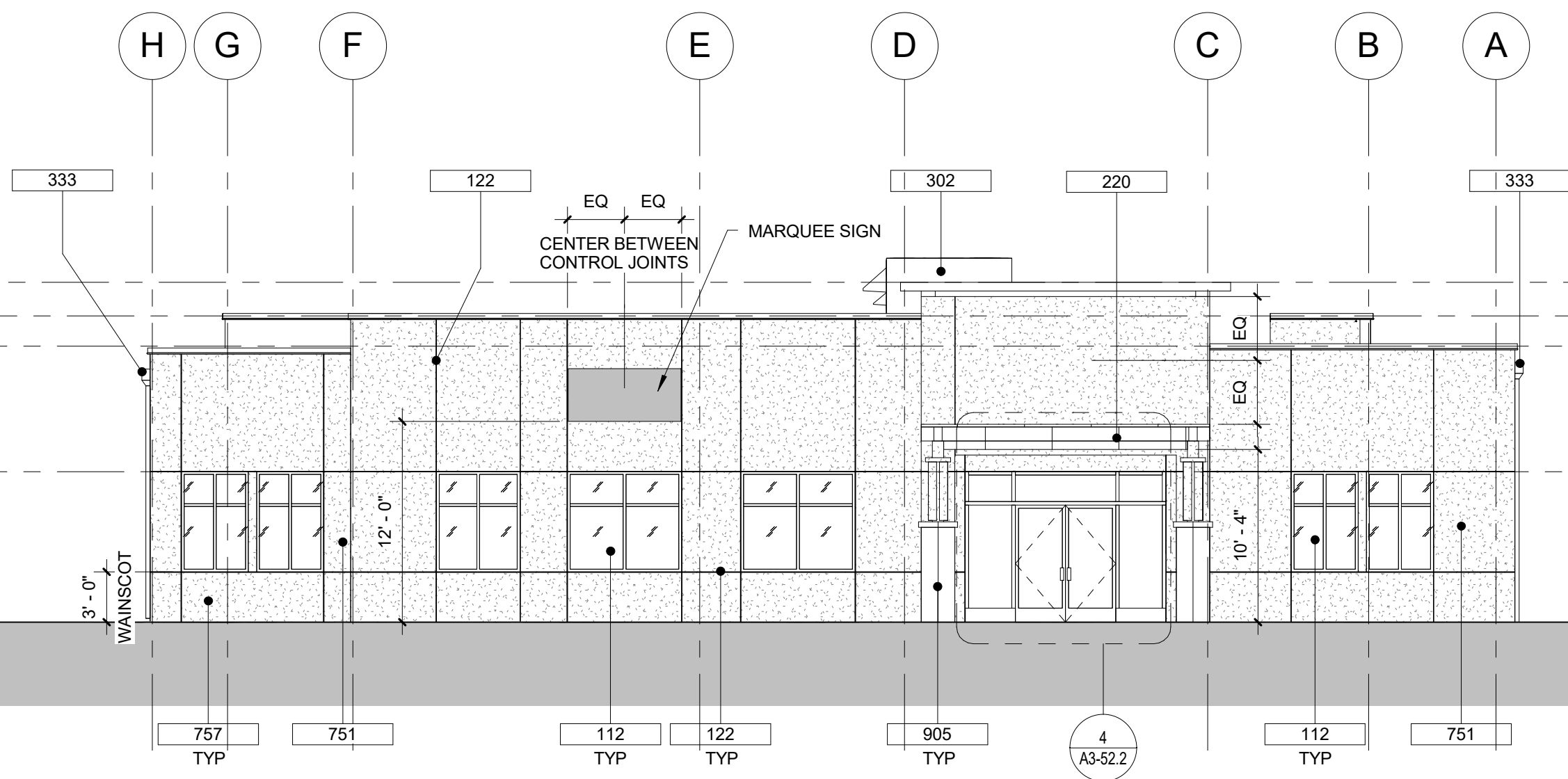
Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>8/6/18</u>
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Arvind Balaji - Bernards



East Elevation 2/A3-21.1



ADMIN MARQUEE SIGN - PROPOSED LOCATION



CHANGE ORDER REQUEST

COR No. 453 R0

Date: 12/18/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

MPR Projector & Screen

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to projector and projector screen and power and data outlets in MPR Building.	Taft Electric Co	15,897
Reason: Additional work, not included in scope.		
Requested By: SVA Architects		
Ref: Bulletin 32		
		Subtotal:
		15,897
Contractual Costs		
Overhead 15%		2,385
		Subtotal:
		2,385
Total Change Order Request Amount:		18,282

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #043: Bulletin 32 MPR Projector

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	043 / 2	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	10/10 /2018
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$15,897.00

POTENTIAL CHANGE ORDER TITLE: Bulletin 32 MPR Projector

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required as directed in Bulletin 32: MPR Projector.

Inclusions:

Provide conduits, backboxes, bracing and standard devices for power & data pathway for projector, screen and controls

Pacificom:

Provide & Install Projector, Screen, screen controller and cables to control boxes

Exclusions:

Projector Control Box by others, installed by Taft/Pacificom

Unspecified specialty cables provided & installed by others

Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM

Any and all parts and labor not specifically listed above or within.

Any costs associated with the design, engineering (including wet stamps), or approval process.

Any access panels.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

7 Dec 2018 9:14:14

Region: BULLETIN #32 PROJECTOR SCREEN

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				E2-2.1P				
TITLE	2.00		M		DX	0.0000	0.00	0.0000	0.00
140016	2.00	EA	M	20A	DX RECEPT SPECIFICATION GRADE	4.6620	9.32	0.3000	0.60
140540	2.00	EA	M	1-DUPLEX	1G STAINLESS STEEL PLATE	1.0900	2.18	0.1000	0.20
150041	2.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.4145	8.83	0.3000	0.60
160722	2.00	EA	M	16"	WALL BOX HANGER + BRACKET	3.9238	7.85	0.0360	0.07
150061	2.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.9367	3.87	0.1500	0.30
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0240	0.29
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.26	0.0325	0.07
100269	4.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.10
TITLE	1.00		M	2-1/8 DEEP	BOX 5S BLANK	0.0000	0.00	0.0000	0.00
150120	1.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	5.3242	5.32	0.3000	0.30
160723	1.00	EA	M	24"	T-BAR BOX HANGER	4.3598	4.36	0.0360	0.04
150151	1.00	EA	M		4-11/16" BLANK CVR	0.8293	0.83	0.0800	0.08
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.11	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
TITLE	225.00		M		3/4" EMT (2)#12+G	0.0000	0.00	0.0000	0.00
10047	225.00	FT	M	3/4	EMT	0.8275	186.18	0.0500	11.25
30137	23.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.6368	14.65	0.3000	6.90
30217	6.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5519	3.31	0.1400	0.84
70029	495.00	FT	M	12	THHN/THWN CU (SOL)	0.1072	53.05	0.0060	2.97
70111	248.00	FT	M	12	GREEN THHN CU (GRD 20A)	0.1122	27.82	0.0060	1.49

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: BULLETIN #32 PROJECTOR SCREEN

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
630065	27.00	EA	M	3/4	COND PUSH-IN HGR TO SCREW-ON STUD-WALL	1.2480	33.70	0.2500	6.75
160573	54.00	EA	M	#10 x 1"	TEK SCREW	0.0185	1.00	0.0240	1.30
	0.00				E2-2.1S				
TITLE	2.00		M	2-1/8 DEEP	BOX 5S BLANK	0.0000	0.00	0.0000	0.00
150120	2.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	5.3242	10.65	0.3000	0.60
160723	2.00	EA	M	24"	T-BAR BOX HANGER	4.3598	8.72	0.0360	0.07
150151	2.00	EA	M		4-11/16" BLANK CVR	0.8293	1.66	0.0800	0.16
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0240	0.29
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.26	0.0325	0.07
100269	4.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.10
TITLE	1.00		M	1-1/4"	TELE/DATA 2G W/10' STUB	0.0000	0.00	0.0000	0.00
150123	1.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1-1/4KO	8.8814	8.88	0.3000	0.30
150138	1.00	EA	M	3/4"RISE 10.0-CI	2G 4-11/16" PLASTER-RING	6.2956	6.30	0.1500	0.15
140568	1.00	EA	M	TELE/DATA	2G STAINLESS STEEL PLATE	5.5000	5.50	0.1200	0.12
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	3.9238	3.92	0.0360	0.04
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.11	0.0240	0.14
10049	10.00	FT	M	1 1/4	EMT	2.1747	21.75	0.0620	0.62
30219	2.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.6677	3.34	0.2000	0.40
40174	2.00	EA	M	1 1/4	PLASTIC BUSHING	0.8327	1.67	0.2000	0.40
630095	2.00	EA	M	1 1/4	COND HAMMER-ON HGR 1/4-FLNG SNP-CLOSE LD	1.8881	3.78	0.0800	0.16
160573	4.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.07	0.0240	0.10
500121	15.00	FT	M		PULL LINE (STRING)	0.0200	0.30	0.0026	0.04
TITLE	35.00		M		3/4" EMT + PL	0.0000	0.00	0.0000	0.00
10047	35.00	FT	M	3/4	EMT	0.8275	28.96	0.0500	1.75
30137	4.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.6368	2.55	0.3000	1.20
30217	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5519	1.10	0.1400	0.28
630065	5.00	EA	M	3/4	COND PUSH-IN HGR TO SCREW-ON STUD-WALL	1.2480	6.24	0.2500	1.25
160573	9.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.17	0.0240	0.22
500121	39.00	FT	M		PULL LINE (STRING)	0.0200	0.78	0.0026	0.10
TITLE	40.00		M		1-1/4" EMT + PL	0.0000	0.00	0.0000	0.00
10049	40.00	FT	M	1 1/4	EMT	2.1747	86.99	0.0620	2.48
30139	4.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.7617	7.05	0.5000	2.00
30219	2.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.6677	3.34	0.2000	0.40

Region: BULLETIN #32 PROJECTOR SCREEN

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
630205	5.00	EA	M	1 1/4	EMT 1-PIECE SCREW DOWN STRUT CLAMP	1.3370	6.69	0.0400	0.20
160573	10.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.19	0.0240	0.24
20171	3.00	EA	M	1 1/4	EMT 90-DEG ELBOW	7.9844	23.95	0.3200	0.96
30139	3.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.7617	5.29	0.5000	1.50
500121	44.00	FT	M		PULL LINE (STRING)	0.0200	0.88	0.0026	0.11
80	1.00		M		PROJECTOR CTRL BOX	100.0000	100.00	4.0000	4.00
	0.00				LAYOUT & COORDIANTION				
500193	4.00	EA	M	MISC	LABOR HOURS	0.0000	0.00	1.0000	4.00
Phase Totals:							718.42		59.12
Job Totals:							718.42		59.12

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
Elm Street Elementary School - Reconstruction
Purchase order 2251.01
Sales order # 5208

December 7, 2018

DESCRIPTION:	Provide and install projector, screen and data drop.				
MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
1	AX1013626	Belden	Jack, category 6A	\$5.05	\$5.05
1	AX102660	Belden	KeyConnect Faceplates 1-Port, with ID	\$2.42	\$2.42
120	10GXS12	Belden	Cable, category 6A	\$0.63	\$75.98
2			HDMI Cables, 50'	\$39.00	\$78.00
1	37620L	Dalite	Contour Electrol Screen (87x139)	\$2,749.95	\$2,749.95
1	VHHB17020	Epson	Power Lite 2165W projector	\$1,999.00	\$1,999.00
1	ELPMBJG	Epson	Ceiling Mount Kit	\$129.99	\$129.99
1	CMS-0305	Epson	Adjustable Extension	\$126.40	\$126.40
				TOTAL ADD PRICE	\$5,166.79

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
				TOTAL DEDUCT PRICE	\$0.00

LABOR CHARGES				
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
		10	\$75.00	\$750.00
			TOTAL LABOR PRICE	\$750.00

MATERIALS COSTS	ADD	\$5,166.79	
	DEDUCT	\$0.00	
	TOTAL ADD/DEDUCTS	\$5,166.79	
	TOTAL COST OF MATERIALS	\$5,166.79	
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	\$5,941.81	
	SALES TAX	\$460.49	7.75%
	FREIGHT	\$594.18	10%
MARK UP AND LABOR COSTS	LABOR COST	\$750.00	
	PROFIT & OVERHEAD LABOR	\$112.50	
	TOTAL LABOR	\$862.50	15%

TOTAL CHANGE ORDER AMOUNT \$7,858.98

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

PRICE DOES NOT INCLUDE LIFTS

Authorized Signature: 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.
 All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School Bulletin # 32 Narrative

Revision:

09/17/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Architectural and Electrical Sheets

1. A2-11.4 – MPR – Building 2 – Upper Reflected Ceiling Plan
 - a. Provided location of projector and screen in Presentation room
2. SKA-1 – Projector attachment
 - a. Provided projector attachment detail to roof framing
3. SKA-2 – Projector Screen attachment/ Soffit attachment at Proscenium
 - a. Provided projector screen attachment and soffit attachment at proscenium
4. E2-2.1P – Multi-Purpose Power Plan
 - a. Provided power for projector/screen and control box
5. E2-2.1S – Multi-Purpose Signal Plan
 - a. Provided data outlet for projector control box
 - b. Provided (1) ¾ C.O. to control box for projector screen controls
 - c. Provided (1) 1 ¼ C.O. to control box for projector controls
6. E2-5.2 – Multi-Purpose Panel Schedule
 - a. Provided panels for projector and screen

Drawings

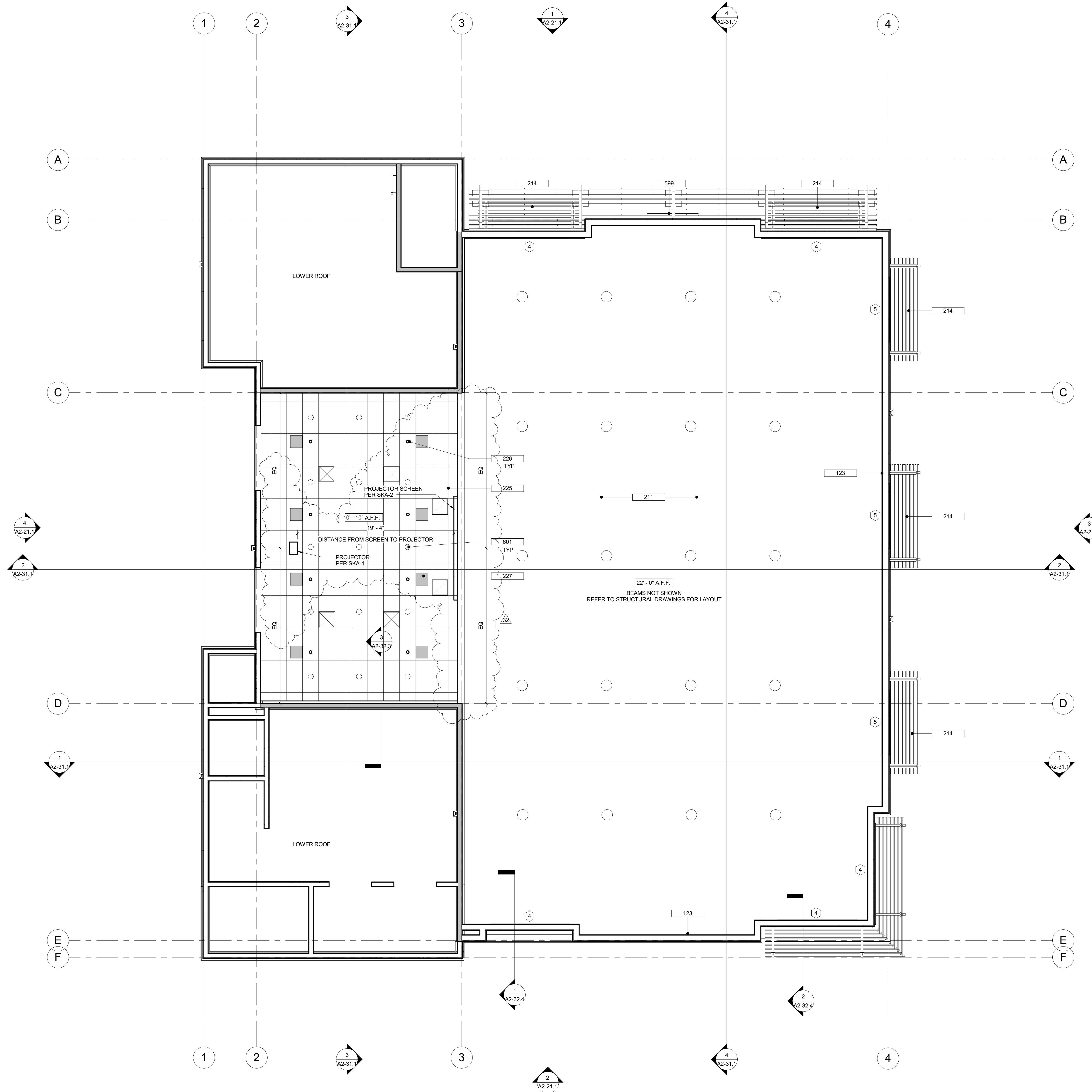
A2-11.4 – MPR – Building 2 – Upper Reflected Ceiling Plan
SKA-1 – Projector attachment
SKA-2 – Projector Screen attachment/Soffit attachment at Proscenium
E2-2.1P – Multi-purpose Power Plan
E2-2.1S – Multi-purpose Signal Plan
E2-5.2 – Multi-purpose Panel Schedule
Projector Screen cut sheet
Projector cut sheet

Distribution:

District

Contractor

IOR



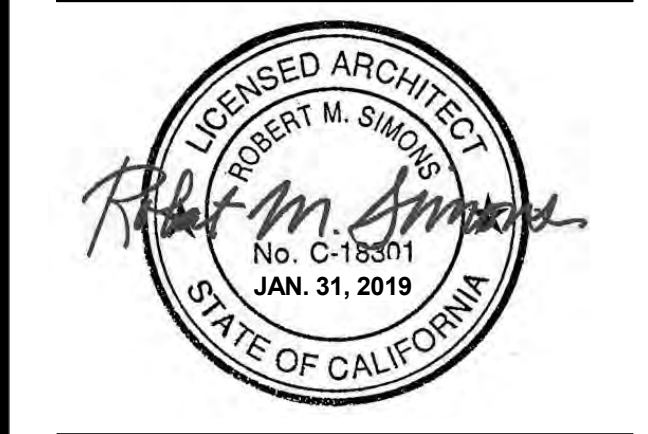
?	DESCRIPTION
123	2" THICK, 4'-0" HIGH TECTUM WALL PANELS PER SPECIFICATIONS. ATTACH TECTUM PANELS TO STUDS PER DETAIL 14/A-64.2
211	2" TECTUM CEILING PANELS PER SPECIFICATIONS. ATTACH PER DETAIL 2/A-64.2
214	SUN SHADE AT MPR BUILDING PER DETAIL 2/A-64.6
225	SUSPENDED TECTUM CEILING. REFER TO DETAILS 3 & 4/A-64.2
226	FIRE SPRINKLERS PER SPRINKLER DRAWINGS
227	16" x 16" ACCESS PANEL
599	ELECTRONIC MESSAGE BOARD PER DETAIL 17/A-64.4
601	LIGHT FIXTURE PER ELECTRICAL DRAWINGS

KEYNOTE LEGEND	
	RECESSED SUPPLY AIR GRILL
	RECESSED RETURN AIR GRILL
	RECESSED EXHAUST AIR GRILL
	FLUORESCENT OR HID LIGHTING FIXTURE, CEILING OR WALL MOUNTED AS SHOWN, WALL MOUNTING TO BE 8'-0" TYP.
	24" X 48" FLUORESCENT LIGHT FIXTURE
	12" X 48" FLUORESCENT LIGHT FIXTURE
	PENDANT MOUNTED, EXPOSED FLUORESCENT STRIP LIGHT, MOUNT 7'-0" MIN. A.F.F.
	WALL MOUNTED, EXPOSED FLUORESCENT STRIP LIGHT
	EXIT SIGN WITH DIRECTION ARROWS AS INDICATED. SHADED QUADRANT INDICATES FACE ON EMERGENCY CIRCUIT
	DATA AND POWER OUTLET IN CEILING FOR LCD PROJECTOR
	CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
	AV SYSTEM SPEAKER CEILING MOUNTED
	RECESSED CEILING INTERCOM SPEAKER
	SECURITY SENSOR CEILING MOUNTED
	WALL MOUNTED FIRE ALARM EQUIPMENT
	CEILING MOUNTED SMOKE DETECTOR
	LIGHT FIXTURE, WALL WASHER
	LIGHT FIXTURE, PENDANT, SUSPEND 24" FROM CEILING. BOTTOM OF FIXTURE NOT TO BE LESS THAN 7'-0" FROM FINISH FLOOR
	SCONCE, WALL MOUNTED, +7'-4"
	LIGHT TUBE WITH 2' x 2' DIFFUSER
	ACCESS DOOR, 24" x 24", U.N.O.
	2' X 4' SUSPENDED CEILING TILES. SEE NOTE 2
	GYP BOARD CEILING. SEE NOTE 1

NOTES:
 1. FOR SUSPENDED GYP BOARD CEILING REFER TO SHEET A-64.2
 2. SUSPENDED ACOUSTICAL CEILING. REFER TO SHEET A-64.1
 3. REFERENCE GEN SHEETS FOR ADDITIONAL INFORMATION
 4. PLUMBING, MECHANICAL, ELECTRICAL AND FIRE PROTECTION COMPONENTS ARE SHOWN FOR REFERENCE AND COORDINATION PURPOSES. PLEASE REFER TO PLUMBING, MECHANICAL, ELECTRICAL AND FIRE PROTECTION DRAWINGS FOR COMPONENT & SYSTEM QUANTITIES, TYPES, AND REQUIREMENTS.
 5. CENTER LIGHTING FIXTURES BETWEEN OPPOSITE WALLS IN BOTH DIRECTIONS. U.N.O.
 6. ALL DIMENSIONS, NOTES, KEYNOTES, & DETAIL CALLOUTS ARE TYPICAL, U.N.O.
 7. SEE A2-53.1 FOR INTERIOR FINISH LEGEND
 8. ALL DUCTS SHALL BE PAINTED COLOR P-3, FLAT BLACK.

* REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EMERGENCY LIGHTING.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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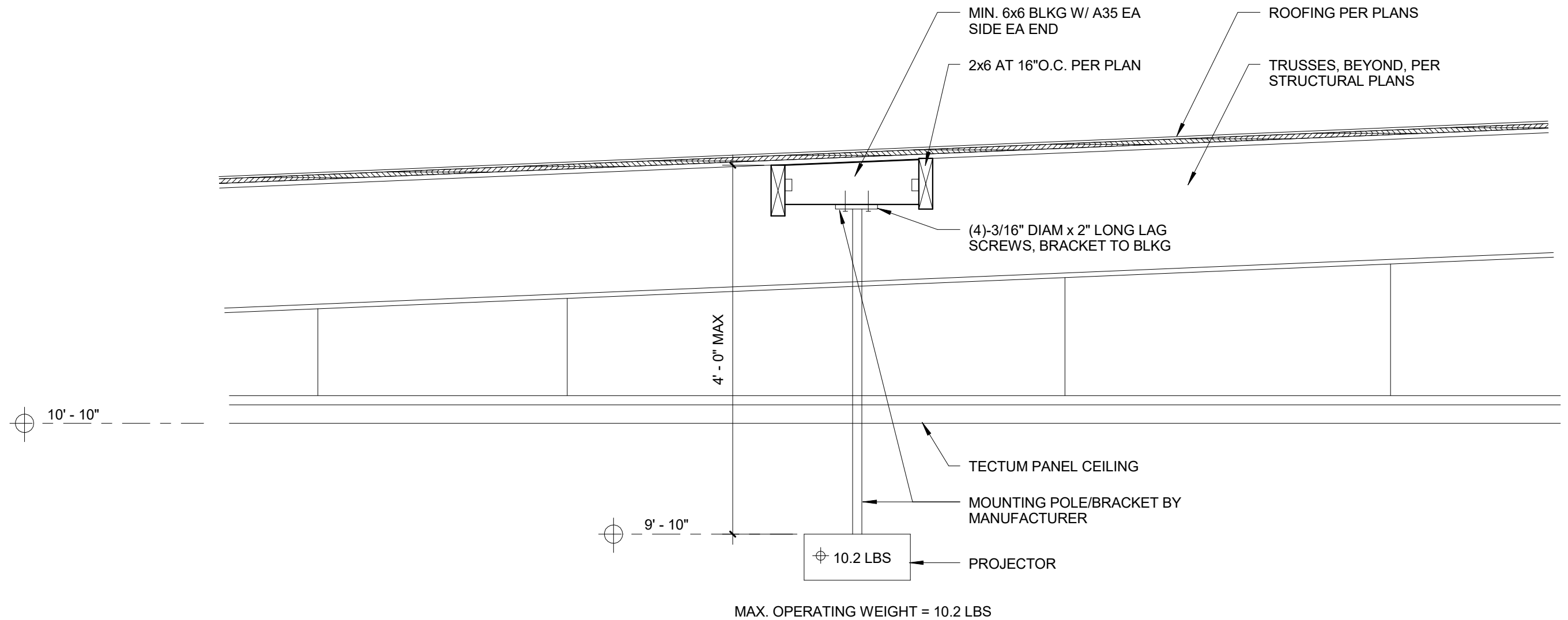
REVISIONS:	
DESCRIPTION	DATE
BULLETIN #32	9/17/18


DATE ISSUED: APR. 08, 2016
 PROJECT NO: 1340159-Bldg 2
 SCALE: As indicated

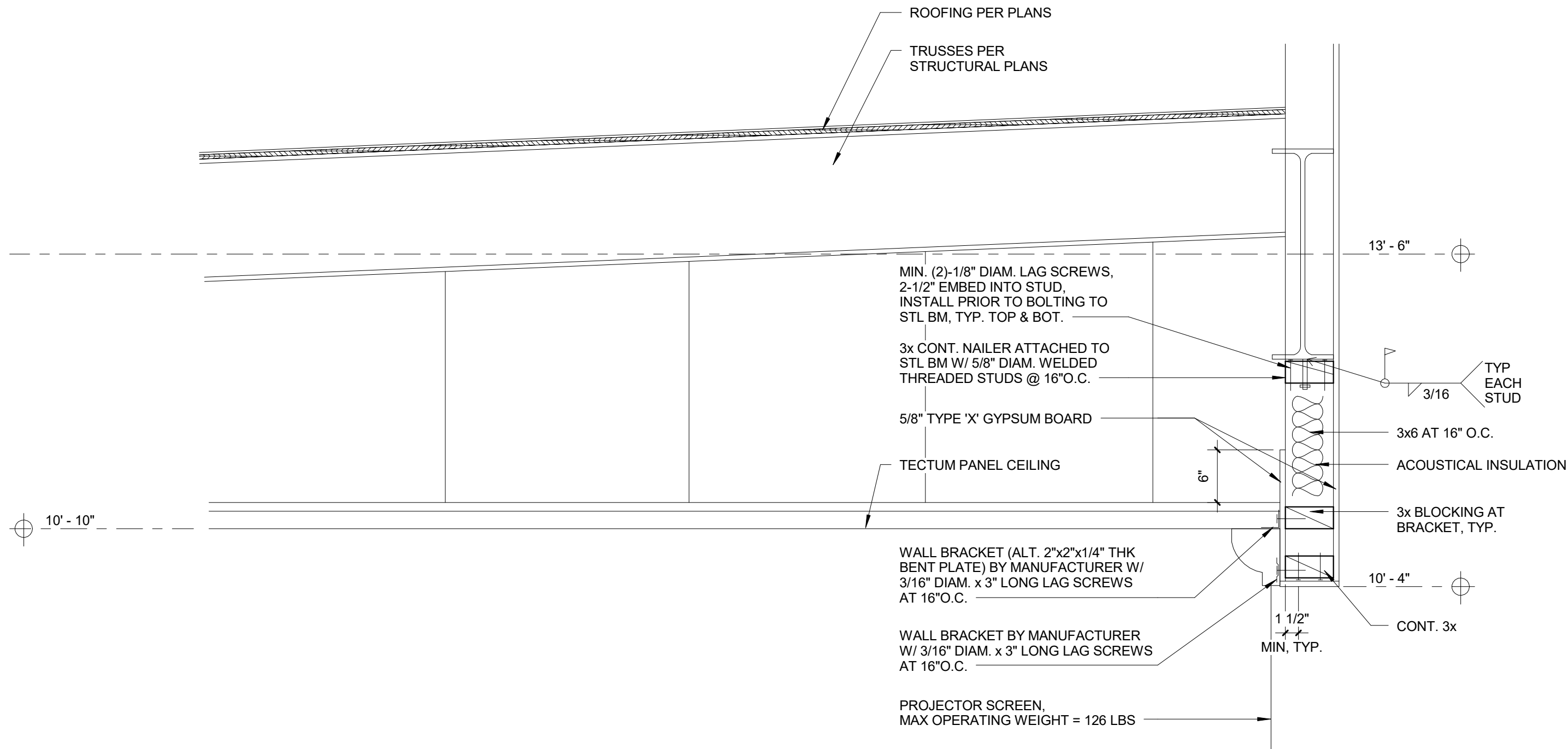
SHEET NUMBER: **A2-11.4**
 SHEET TITLE:


MPR - BLDG 2 - UPPER REFLECTED CEILING PLAN

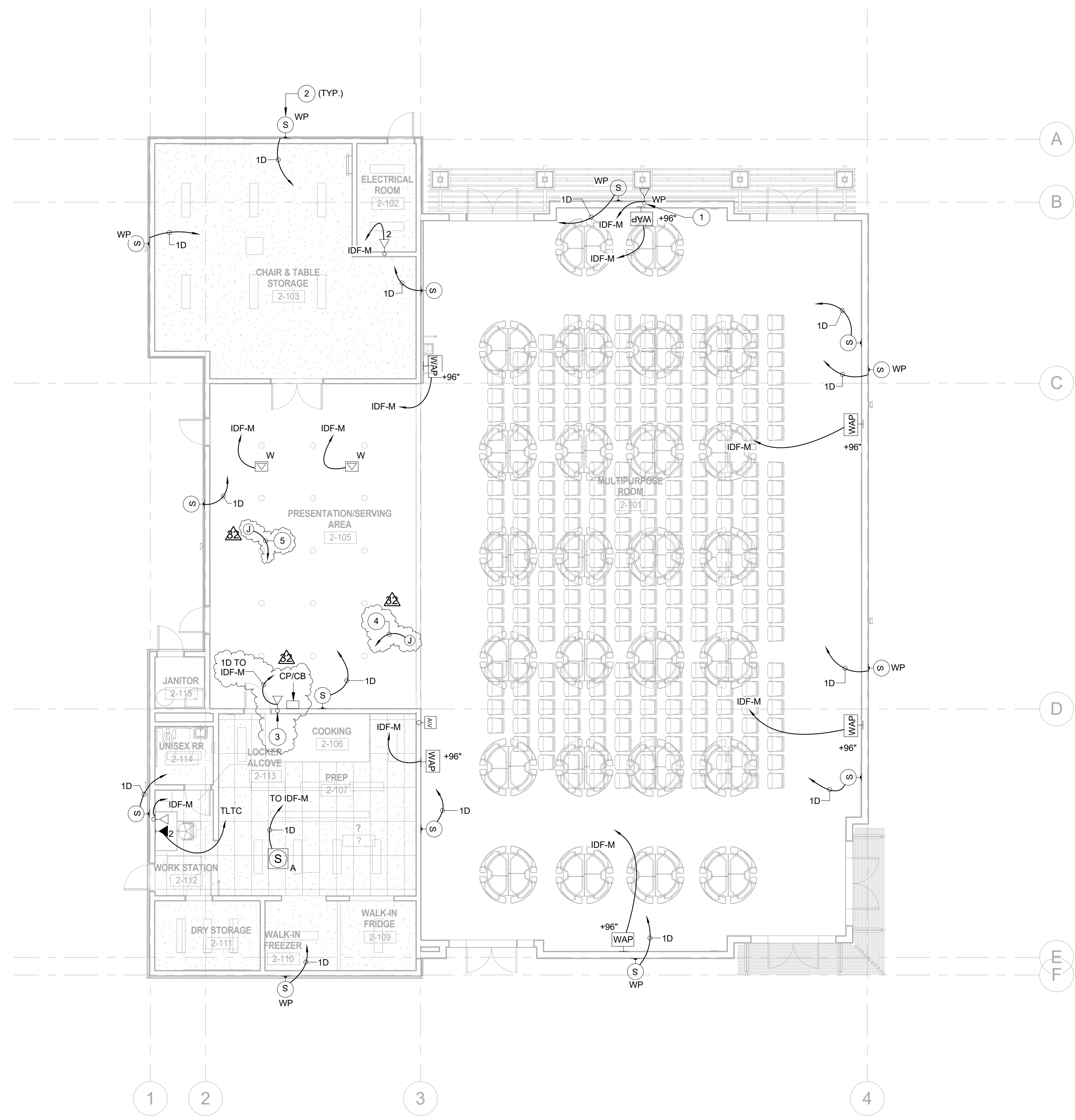




	DESCRIPTION: PROJECTOR ATTACHMENT AT PRESENTATION ROOM	DRAWING REFERENCE: 	ASK #: SKA-1
	PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE: BULLETIN #32	DATE 07/05/18 SCALE 1" = 1'-0"
	PROJECT NUMBER: 1340159-Bldg 2	DRAWN BY Author	

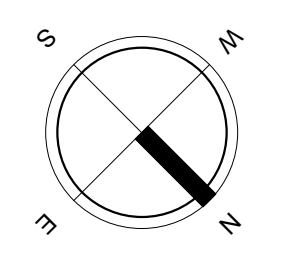


	DESCRIPTION: PROJECTOR SCREEN ATTACHMENT AND SOFFIT AT PROSCENIUM AT PRESENTATION ROOM	DRAWING REFERENCE:	ASK #: SKA-2
	PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE:	DATE: 07/05/18
	PROJECT NUMBER: 1340159-Bldg 2	SCALE: 1" = 1'-0"	DRAWN BY: Author



- REFERENCE NOTES:**
- 1 FOR CONNECTION TO ELECTRONIC MESSAGE SIGN.
 - 2 WALL MOUNTED PA SPEAKER MOUNTED AT +80" A.F.F. PROVIDE (1) CAT6A FROM PA SPEAKER TO IDF-M.
 - 3 DATA OUTLET FOR PROJECTOR CONTROL BOX.
 - 4 PROVIDE (1) 3/4" C.O. TO CONTROL BOX FOR PROJECTOR SCREEN CONTROL.
 - 5 PROVIDE (1) 1/4" C.O. TO CONTROL BOX FOR PROJECTOR CONTROL.

1 FIRST FLOOR - SIGNAL PLAN
1/8" = 1'-0"



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
 TEL: (323) 933-5252 FAX: (323) 933-5589

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REVISIONS:

NO.	DESCRIPTION	DATE
13	Bulletin #15	11/29/2017
32	BULLETIN #32	09/17/2018

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE: 1/8" = 1'-0"

SHEET NUMBER: E2-2.1S
SHEET TITLE:

MULTI-PURPOSE SIGNAL PLAN



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Branch Panel: ML1

Location: ELECTRICAL ROOM 2-102
Supply From: TR-M
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type: 400 A
MCB Rating: 250 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	MDR	100 A	3	10000 VA	15440 VA				150 A MLK	2
3	--	--	--						--	4
5	--	--	--						--	6
7	CER	20 A	1	1500 VA	900 VA				20 A RESTROOM 2-114	8
9	CONTROL ROOM	20 A	1		360 VA	180 VA			20 A WATER HEATER CONTROLS	10
11	MULTI-PURPOSE ROOM C.O.	20 A	1						20 A SCOREBOARD	12
13	MULTI-PURPOSE ROOM C.O.	20 A	1	900 VA	500 VA				20 A SCOREBOARD	14
15	MA-1	20 A	2		1404 VA	300 VA			20 A FA CABINETS (1)	16
17	--	--	--						20 A ELECTRONIC MESSAGE SIGN	18
19	EF-11	20 A	1	1920 VA	180 VA				20 A Power	20
21	EF-12, EF-10	15 A	1		816 VA	200 VA			20 A CIRCULATION PUMP - JAN 2-115	22
23	Roof Receptacle	20 A	1						15 A EF-17	24
25										26
27										28
29										30
31										32
33										34
35										36
37										38
39										40
41										42
Total Load:				31340 VA	26665 VA	27340 VA				
Total Amps:				262 A	222 A	229 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	9648 VA	100.00%	9648 VA	
Kitchen Equipment - Non-Dwelling Unit	14966 VA	65.00%	9726 VA	
Other	3707 VA	100.00%	3707 VA	Total Conn. Load: 35345 VA
Power	20884 VA	65.00%	13575 VA	Total Est. Demand: 59727 VA
Receptacle	36140 VA	63.84%	23070 VA	Total Conn.: 237 A
				Total Est. Demand: 166 A

Notes:
(1) PROVIDE LOCK ON DEVICE

Branch Panel: MLK

Location: ELECTRICAL ROOM 2-102
Supply From: ML1
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type: 225 A
MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	EXHAUST HOOD LIGHTS & SWITCH	20 A	1	720 VA	2280 VA				30 A REMOTE REFRIGERATION RACK	2
3	AIR CURTAIN	20 A	1		1140 VA	2280 VA			--	4
5	EXHAUST HOOD	30 A	1			1800 VA			--	6
7	FREEZER CART	20 A	1	600 VA	1728 VA				20 A CONVECTION OVENS (1)	8
9	CASH REGISTER	20 A	1		720 VA	168 VA			20 A TILT SKILLET	10
11	REFRIGERATOR CART	20 A	1			1680 VA			20 A FIRE SUPPRESSION	12
13	CASH REGISTER	20 A	1	720 VA	1440 VA				20 A WORK TABLE RECEPTACLES	14
15	FREEZER CART	20 A	1	600 VA	1644 VA				20 A HEATED HOLDING CABINET	16
17	REFRIGERATOR CART	20 A	1			1680 VA			20 A HEATED HOLDING CABINET	18
19	WORK TABLE RECEPTACLES	20 A	1	1440 VA	720 VA				20 A WALK-IN FREEZER	20
21	WALK-IN REFRIGERATOR	20 A	1		720 VA	541 VA			20 A VEGETABLE WASHING SYSTEM	22
23	COUNTERTOP MIXER	20 A	1			1440 VA			--	24
25	HEATED SERVING CART	30 A	1	2796 VA	2796 VA				30 A HEATED SERVING CART	26
27	HEATED SERVING CART	30 A	1		2796 VA	2796 VA			30 A HEATED SERVING CART	28
29	KITCHEN GAS VALVE	20 A	1			720 VA			20 A MPR PROJECTOR	30
31	MPR PROJECTOR SCREEN	20 A	1	200 VA					--	32
33										34
35										36
37										38
39										40
41										42
Total Load:				15440 VA	13405 VA	13268 VA				
Total Amps:				129 A	112 A	111 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	6840 VA	100.00%	6840 VA	
Kitchen Equipment - Non-Dwelling Unit	14246 VA	65.00%	9260 VA	
Other	563 VA	100.00%	563 VA	Total Conn. Load: 42113 VA
Power	18824 VA	65.00%	12236 VA	Total Est. Demand: 30538 VA
Receptacle	1640 VA	100.00%	1640 VA	Total Conn.: 117 A
				Total Est. Demand: 85 A

Notes:
1- PROVIDE A SHUNT TRIP CIRCUIT BREAKER, TO TRIPS BY FIRE SUPPRESSION SYSTEM ACTIVATION.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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REVISIONS:

NO.	DESCRIPTION	DATE
3	BULLETIN #5	06/07/2017
12	RFI #254	11/17/17
14	RFI #424	04/30/2018
32	BULLETIN #32	09/17/2018

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE:
SHEET NUMBER: **E2-5.2**
SHEET TITLE:

**MULTI-PURPOSE
PANEL
SCHEDULE**



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Da-Lite 37620L Contour Electrol Motorized Projection Screen (87 x 139")

B&H # DA37620L • MFR # 37620L



Special Order ⓘ

Expected availability: 7-10 business days

Shipping Charges Apply

Product Highlights

- Wall or Ceiling Mountable
- Tensioned
- 164" Diagonal
- 16:10 Aspect Ratio

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ⓘ This item is noncancelable and nonreturnable.

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1 QTY

Price

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Pearstone 0.5 x 12" Touch Fastener Straps
\$4.99

Add to Cart



Xcellon Wireless Presenter with Red Laser
\$29.95

Add to Cart

Type

Style Contour Electrol

Front/Rear Projection Rear

Mount Wall or Ceiling

Finish DA-Tex; flame retardant and mildew resistant fiberglass

OVERVIEW

SPECS

QUICK COMPARE

REVIEWS 0

Q&A 0

ACCESSORIES

Keystone Control	<i>Not Applicable</i>
------------------	-----------------------

Dimensions

Overall Size	<i>Not Specified by Manufacturer</i>
--------------	--------------------------------------

Image Size	87 x 139" (2.2 x 3.5 m)
------------	-------------------------

Diagonal	164" (4.2 m)
----------	--------------

Format	16:10 Wide Format
--------	-------------------

Aspect Ratio	16:10
--------------	-------

Masking Options	Standard black masking borders
-----------------	--------------------------------

Controls

Voltage	120VAC, 60Hz
---------	--------------

Integrated Control	With Low Voltage Controller Motor mounted inside the roller with a patented noise silencer Pre-set but adjustable limit switches to automatically stop picture surface in the "up" and "down" positions
--------------------	---

Control Options	Three position wall switch (included) Single Motor Low Voltage Control (LVC) (external) Single Motor Low Voltage Control (LVC) - built-in (adds 3.75" to length of case) Wireless Remote Control for LVC; Radio Frequency Remote Infrared Remote Key Locking Switch Cover Plate for 120V Switch or LVC Key Operated Switch for 120V only (Note: Cannot be used with LVC) 220 Volt (50Hz) Motor Anchor Speaker Option, pair with brackets
-----------------	--

Casing

Color	White, textured powder coat ☺
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Material	Extruded aluminum
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Length	153.75" (3.9 m)
--------	-----------------

Shipping Weight 105 lbs (47.6kg)

Packaging Info

Package Weight 126.0 lb

Box Dimensions (LxWxH) 168.0 x 13.0 x 10.0"

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Browsing History

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Da-Lite 37620L Contour Electrol Motorized Projection Screen (87 x

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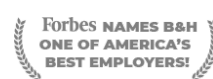
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PowerLite 2165W Wireless WXGA 3LCD Projector

Contact Us 800.463.7766

Mon-Fri 6am-8pm, Sat 7am-4pm PT



The bright, wireless WXGA projector with HDBaseT™ connectivity.

A portable, high-performance powerhouse, the PowerLite 2165W projector brings brilliant widescreen images to virtually any conference room or classroom. This bright, wireless projector features native WXGA resolution for displays up to 300", plus an array of connectivity options. Offering 3x Higher Color Brightness¹ than competitive models, Epson® 3LCD projectors ensure bright, vivid images. With 5,500 lumens of color brightness and 5,500 lumens of white brightness², the 2165W shines bright in a variety of lighting conditions. And, it delivers great contrast for clear, impactful presentations. Featuring HDBaseT for easy installation, the projector also offers enterprise-level wireless security and secure screen mirroring from any mobile device.

Projection System: High-aperture Epson 3LCD, 3-chip technology

Native Resolution: WXGA resolution (1280 x 800)

Color Brightness: 5500 lumens¹


White Brightness: 5500 lumens¹

Throw Distance Calculator

Model: V11H817020

OUR PRICE :

\$1,999.00

 Education Pricing

Overview

Bright and Colorful

Features 5500 lumens of color brightness (color light output)¹ and 5500 lumens of white brightness (white light output)¹.

Wireless Ready

Includes a high-speed LAN module for wireless connectivity

HDBaseT

Combines HDMI, ethernet and RS-232 into one cable

Auto Screen Fit

Easily and quickly adjust the image to fit the screen.

WXGA Resolution

1280 x 800 HD widescreen resolution

- **Far more accurate color with Epson** — 3LCD, 3-chip technology for 3x Higher Color Brightness¹ and up to 3x Wider Color Gamut² than competitive DLP projectors
- **Look for two numbers** —
 - 5,500 lumens² Color Brightness for more accurate, vivid color

- 5,500 lumens² White Brightness for well-lit rooms
- **Bright, widescreen images up to 300"** — WXGA resolution (1280 x 800); 16:10 performance
- **Remarkable sharpness and detail** — 15,000:1 contrast ratio; added clarity when displaying text and graphics
- **Stream content from your smartphone or tablet** — full mirroring capabilities from your mobile device via MHL®; or, wirelessly using Miracast®
- **Versatile in every way** — small enough for travel, but easy to install with a full array of connectivity options, including HDBaseT and 2x HDMI®
- **Robust integrated wireless networking** — enterprise-level security for peace of mind; compatible with WEP, WPA, WPA2-PSK and WPA2-EAP security protocols
- **Split Screen³ feature** — simultaneously project two images (video or still) side-by-side from two different sources
- **Remote management and control tools** — included software allows for remote monitoring and control of Epson networked projectors; also compatible with Crestron® RoomView®
- **Long-lasting lamp** — up to 10,000 hours in ECO Mode⁴

Specifications

Specifications Projector:

Projection System:

3LCD, 3-chip technology

Projection Method:

Front/rear/ceiling mount

Driving Method:

Poly-silicon TFT Active Matrix

Pixel Number:

1,024,000 dots (1280 x 800) x 3

Color Brightness - Color Light Output:

5,500 lumens

White Brightness - White Light Output:

5,500 lumens

Aspect Ratio:

16:10

Native Resolution:

1280 x 800 (WXGA)

Supported Maximum Transferred Resolution:

1920 x 1080 (1080p)

Resize:

640 x 480, 800 x 600, 1280 x 1024, 1400 x 1050

Lamp Type:

300 W UHE

Lamp Life:

Up to 10,000 hours (ECO Mode), Up to 5,000 hours (Normal Mode)

Throw Ratio Range:

1.38 (Zoom: Wide), 2.24 (Zoom: Tele)

Size - projected distance:

50" – 300" (1.46 m – 8.95 m) (Zoom: Wide)

Keystone Correction:

Vertical: ± 30 degrees, Horizontal: ± 20 degrees

USB Plug 'n Play:

Projector is compatible with PC and Mac® computers

Contrast Ratio:

Up to 15,000:1

Color Reproduction:

Up to 1.07 billion colors

General:**Weight:**

10.2 lb (4.6 kg)

Security:

Kensington-style lock provision

Operating Temperature:

41 ° to 95 °F (5 ° to 35 °C)

Projection Lens:**Type:**

Optical Zoom (Manual)/Focus (Manual)

F-number:

1.5 – 2.0

Focal Length:

23.0 – 38.4 mm

Zoom Ratio:

1.0 – 1.6

Projector Details:

Input Signal:

Auto, RGB, and Component

Interfaces:

- 1x HD BaseT
- 2x HDMI® (1 in common with MHL®)
- Computer: 1x D-sub 15 pin
- Video: 1x RCA
- Audio-in: 3x Mini stereo
- Audio-in: 1x RCA (L & R)
- Network: 1x RJ-45, 100
- Mbps Serial: 1x RS-232c
- Monitor Out: 1x D-sub 15 pin

Speaker:

16 W (mono)

Fan Noise:

39 dB (Normal Mode), 29 dB (ECO Mode)

Projector Dimensions:

Including feet:

14.85" x 11.48" x 4.93" (W x D x H)

Excluding feet:

14.85" x 11.46" x 4.33" (W x D x H)

Remote Control:

Features:

Control Features Brightness, Contrast, Tint, Saturation, Sharpness, Input signal, Sync, Tracking, Position, Color temperature, Volume

Operating Distance:

26.2 ft (8 m)

Operating Angle:

Right/left: ± 45 degrees, Upper/lower: +45 to -15 degrees

Power:

Power Consumption:

- 450 W (Normal Mode)
- 340 W (ECO Mode)
- 2.4 W Standby (Communication On)
- 0.21 W Standby (Communication Off)

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**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of July 30, 2018 to December 30, 2018**

**VENTURA COUNTY
LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 39.08	\$ 58.62	\$ 78.16	\$ 43.50	\$ 65.24	\$ 86.99	\$ 47.91	\$ 71.87	\$ 95.82
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.39	0.59	0.78	0.43	0.65	0.87	0.48	0.72	0.96
NAT. PENSION (3%)	1.17	1.76	2.34	1.30	1.96	2.61	1.44	2.16	2.87
UNION BURDEN	\$ 27.88	\$ 36.98	\$ 46.09	\$ 28.06	\$ 37.25	\$ 46.44	\$ 28.24	\$ 37.51	\$ 46.79
F.I.C.A. (7.65%)	\$ 2.99	\$ 4.48	\$ 5.98	\$ 3.33	\$ 4.99	\$ 6.65	\$ 3.67	\$ 5.50	\$ 7.33
F.U.I. (0.8%)	0.31	0.47	0.63	0.35	0.52	0.70	0.38	0.57	0.77
S.U.I. (6.2%)	2.42	3.63	4.85	2.70	4.05	5.39	2.97	4.46	5.94
TAX BURDEN	\$ 5.73	\$ 8.59	\$ 11.45	\$ 6.37	\$ 9.56	\$ 12.74	\$ 7.02	\$ 10.53	\$ 14.04
LIABILITY INSURANCE 5.4%	\$ 2.11	\$ 3.17	\$ 4.22	\$ 2.35	\$ 3.52	\$ 4.70	\$ 2.59	\$ 3.88	\$ 5.17
WORKMAN'S COMP	1.05	1.05	1.05	1.17	1.17	1.17	1.29	1.29	1.29
INSURANCE BURDEN	\$ 3.16	\$ 4.22	\$ 5.27	\$ 3.52	\$ 4.69	\$ 5.87	\$ 3.88	\$ 5.17	\$ 6.46
DIRECT COST PER HOUR	\$ 75.85	\$ 108.41	\$ 140.97	\$ 81.45	\$ 116.75	\$ 152.05	\$ 87.05	\$ 125.08	\$ 163.12
DIRECT COST PER DAY	\$ 606.81		\$ 65.12	\$ 651.59		\$ 70.60	\$ 696.36		\$ 76.07
DIRECT COST PER WEEK	\$ 3,034.05			\$ 3,257.93			\$ 3,481.81		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2018

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$75.85	\$108.41	\$140.97	\$81.45	\$116.75	\$152.05	\$87.05	\$125.08	\$163.12
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90
Clean Up	3.0%	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28
Totals		\$80.02	\$112.58	\$145.14	\$85.62	\$120.92	\$156.22	\$91.22	\$129.25	\$167.29
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$80.02	\$112.58	\$145.14	\$85.62	\$120.92	\$156.22	\$91.22	\$129.25	\$167.29

TAFT ELECTRIC COMPANY
 Labor Rate
 Jan 1 thru July 30 2018

VENTURA COUNTY
 LOCAL 952
 APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$75.85	\$29.46	\$31.99	\$51.66	\$56.73	\$61.80	\$68.42	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	2.5%	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90		
Clean Up (3%)	3%	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28	\$2.28		
Sub Total	\$80.02	\$33.63	\$36.16	\$55.83	\$60.90	\$65.97	\$72.59	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$80.02	\$33.63	\$36.16	\$55.83	\$60.90	\$65.97	\$72.59	\$0.00	\$0.00	\$0.00

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$85.62
JOURNEYMAN	2.00	\$80.02
APPRENTICE	1.00	\$72.59
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$79.56

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of July 30, 2018 to December 30, 2018

VENTURA COUNTY
 LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%	
WAGES	\$ 15.63	\$ 23.45	\$ 17.59	\$ 26.38	\$ 19.54	\$ 29.31	\$ 23.45	\$ 35.17	\$ 27.36	\$ 41.03	\$ 33.22	\$ 49.83
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.47	0.70	0.53	0.79	0.59	0.88	0.70	1.06	0.82	1.23	1.00	1.49
N.E.I.F. (1%)	<u>0.16</u>	<u>0.23</u>	<u>0.18</u>	<u>0.26</u>	<u>0.20</u>	<u>0.29</u>	<u>0.23</u>	<u>0.35</u>	<u>0.27</u>	<u>0.41</u>	<u>0.33</u>	<u>0.50</u>
UNION BURDEN	\$ 9.81	\$ 10.12	\$ 9.88	\$ 10.24	\$ 27.10	\$ 35.81	\$ 27.26	\$ 36.05	\$ 27.41	\$ 36.28	\$ 27.65	\$ 36.63
F.I.C.A. (7.65%)	\$ 1.20	\$ 1.79	\$ 1.35	\$ 2.02	\$ 1.49	\$ 2.24	\$ 1.79	\$ 2.69	\$ 2.09	\$ 3.14	\$ 2.54	\$ 3.81
F.U.I. (.8%)	0.13	0.19	0.14	0.21	0.16	0.23	0.19	0.28	0.22	0.33	0.27	0.40
S.U.I. (6.2%)	<u>0.97</u>	<u>1.45</u>	<u>1.09</u>	<u>1.64</u>	<u>1.21</u>	<u>1.82</u>	<u>1.45</u>	<u>2.18</u>	<u>1.70</u>	<u>2.54</u>	<u>2.06</u>	<u>3.09</u>
TAX BURDEN	\$ 2.29	\$ 3.44	\$ 2.58	\$ 3.86	\$ 2.86	\$ 4.29	\$ 3.44	\$ 5.15	\$ 4.01	\$ 6.01	\$ 4.87	\$ 7.30
LIABILITY INSURANC 5.4%	\$ 0.84	\$ 1.27	\$ 0.95	\$ 1.42	\$ 1.06	\$ 1.58	\$ 1.27	\$ 1.90	\$ 1.48	\$ 2.22	\$ 1.79	\$ 2.69
WORKMAN'S COMP	<u>0.88</u>	<u>0.88</u>	<u>1.00</u>	<u>1.00</u>	<u>1.11</u>	<u>1.11</u>	<u>1.33</u>	<u>1.33</u>	<u>1.55</u>	<u>1.55</u>	<u>0.89</u>	<u>0.89</u>
INSURANCE BURDEN	\$ 1.73	\$ 2.15	\$ 1.94	\$ 2.42	\$ 2.16	\$ 2.69	\$ 2.59	\$ 3.23	\$ 3.03	\$ 3.76	\$ 2.69	\$ 3.59
DIRECT COST PER HOUR	\$ 29.46	\$ 39.15	\$ 31.99	\$ 42.90	\$ 51.66	\$ 72.10	\$ 56.73	\$ 79.60	\$ 61.80	\$ 87.09	\$ 68.42	\$ 97.34
	\$ 9.70	\$ 10.91	\$ 10.91	\$ 20.44	\$ 22.86	\$ 22.86	\$ 25.29	\$ 25.29	\$ 28.92	\$ 28.92	\$ 28.92	\$ 28.92
DIRECT COST PER DAY	\$ 235.65	\$ 313.21	\$ 255.92	\$ 343.19	\$ 413.32	\$ 576.84	\$ 453.87	\$ 633.60	\$ 494.42	\$ 701.92	\$ 547.37	\$ 757.92
DIRECT COST PER WEEK	\$ 1,178.24	\$ 1,566.07	\$ 1,279.62	\$ 1,715.93	\$ 2,066.60	\$ 2,884.19	\$ 2,269.36	\$ 3,088.00	\$ 2,472.12	\$ 3,369.24	\$ 2,736.86	\$ 3,639.36

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%



CHANGE ORDER REQUEST

COR No. 636 R0

Date: 3/22/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Add TVs In Admin

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add electrical conduit, boxes, and wiring for TVs added in Administration Building	Taft Electric Co	6,193
Reason: Added per District's wishes		
Requested By: OSD		
Ref: Attached email		
		Subtotal:
		6,193
Contractual Costs		
Overhead 15%		929
		Subtotal:
		929
Total Change Order Request Amount:		7,122

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #056: Admin Added TVs

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	056 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	3/1 /2019
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$6,193.00

POTENTIAL CHANGE ORDER TITLE: Admin Added TVs

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required to install TVs at the Admin reception and parent area.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

EXCLUSIONS

Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: COST

Labor Level: LABOR 2

1 Mar 2019 14:23:34

Region: ADMIN TVS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				2- PWR RCPT @ CABINET				
TITLE	10.00		M		WM 500 IVORY W/#12	0.0000	0.00	0.0000	0.00
530001	10.00	FT	M	WM V500	RACEWAY BASE & COVER IVORY	1.1275	11.27	0.2250	2.25
530076	1.00	EA	M	WM 5709	GROUND CLAMP	5.7707	5.77	0.1650	0.17
530075	2.00	EA	M	WM V5703	SUPPORTING CLIP	0.4591	0.92	0.0750	0.15
160577	2.00	EA	M	#10 x 1"	SHEET METAL SCREW	0.0597	0.12	0.0600	0.12
530074	1.00	EA	M	WM 5701	RACEWAY COUPLING	0.4493	0.45	0.0626	0.06
530047	1.00	EA	M	WM V506	RACEWAY CONN CVR	0.4293	0.43	0.0750	0.08
70029	11.00	FT	M	12	THHN/THWN CU (SOL)	0.1419	1.56	0.0150	0.17
530045	2.00	EA	M	WM 502	RACEWAY BUSHING	0.2692	0.54	0.1250	0.25
530047	2.00	EA	M	WM V506	RACEWAY CONN CVR	0.4293	0.86	0.0750	0.15
530046	6.00	EA	M	WM V504	RACEWAY STRAP	0.3000	1.80	0.1875	1.13
530050	2.00	EA	M	WM V511	90D FLAT ELBOW	1.6471	3.29	0.2510	0.50
160577	4.00	EA	M	#10 x 1"	SHEET METAL SCREW	0.0597	0.24	0.0600	0.24
530093	1.00	EA	M	WM V5715	TEE FITTING	3.9748	3.97	0.3750	0.38
160577	2.00	EA	M	#10 x 1"	SHEET METAL SCREW	0.0597	0.12	0.0600	0.12
530094	2.00	EA	M	WM V5717A	INTERNAL PULLING ELL	0.0000	0.00	0.2500	0.50
160577	4.00	EA	M	#10 x 1"	SHEET METAL SCREW	0.0597	0.24	0.0600	0.24
77	2.00		M		WM BOX	0.0000	0.00	1.3000	2.60
140012	2.00	EA	M	20A	DX RECEIPT COMMERCIAL GRADE	3.7440	7.49	0.7500	1.50
140540	2.00	EA	M	1-DUPLEX	1G STAINLESS STEEL PLATE	1.0900	2.18	0.2500	0.50
TITLE	1.00		M	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00
50001	25.00	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.7424	18.56	0.1000	2.50
50023	1.00	EA	M	1/2	FLEX COND ANGLE CONN	2.7664	2.77	0.3600	0.36
50034	1.00	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6939	0.69	0.3000	0.30
40207	2.00	EA	M	1/2	GRD BUSHING INSULATED	6.1941	12.39	0.6300	1.26
70033	78.00	FT	M	12	THHN/THWN CU (STR)	0.1520	11.85	0.0150	1.17

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Region: ADMIN TVS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				TV				
TITLE	3.00		M	1-1/4"	TELE/DATA 1G W/10' STUB	0.0000	0.00	0.0000	0.00
150123	3.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1-1/4KO	14.0838	42.25	0.7000	2.10
150130	3.00	EA	M	3/4"RISE 5.8-CI	1G 4-11/16" PLASTER-RING	7.5486	22.65	0.4000	1.20
140567	3.00	EA	M	TELE/DATA	1G STAINLESS STEEL PLATE	2.7500	8.25	0.3000	0.90
160722	3.00	EA	M	16"	WALL BOX HANGER + BRACKET	8.2069	24.62	0.0900	0.27
160573	18.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.33	0.0600	1.08
10049	30.00	FT	M	1 1/4	EMT	3.0580	91.74	0.1560	4.68
30219	6.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	3.3254	19.95	1.0000	6.00
40174	6.00	EA	M	1 1/4	PLASTIC BUSHING	0.8226	4.94	0.5000	3.00
630095	6.00	EA	M	1 1/4	COND HAMMER-ON HGR 1/4-FLNG SNP-CLOSE LD	1.9636	11.78	0.2000	1.20
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0600	0.72
500121	45.00	FT	M		PULL LINE (STRING)	0.0204	0.92	0.0060	0.27
TITLE	2.00		M		DX	0.0000	0.00	0.0000	0.00
140016	2.00	EA	M	20A	DX RECEIPT SPECIFICATION GRADE	9.7000	19.40	0.7500	1.50
140540	2.00	EA	M	1-DUPLEX	1G STAINLESS STEEL PLATE	1.0900	2.18	0.2500	0.50
150041	2.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	6.0832	12.17	0.7000	1.40
160722	2.00	EA	M	16"	WALL BOX HANGER + BRACKET	8.2069	16.41	0.0900	0.18
150061	2.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	3.1820	6.36	0.4000	0.80
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0600	0.72
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.8000	1.60	0.1200	0.24
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.1014	0.10
100094	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.26	0.0846	0.17
100269	4.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0006	0.00	0.0620	0.25
TITLE	2.00		M	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00
50001	50.00	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.7424	37.12	0.1000	5.00
50023	2.00	EA	M	1/2	FLEX COND ANGLE CONN	2.7664	5.53	0.3600	0.72
50034	2.00	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6939	1.39	0.3000	0.60
40207	4.00	EA	M	1/2	GRD BUSHING INSULATED	6.1941	24.78	0.6300	2.52
70033	78.00	FT	M	12	THHN/THWN CU (STR)	0.1520	11.85	0.0150	1.17
78	2.00		M		HDMI CABLE	75.0000	150.00	2.0000	4.00
79	2.00		M		TV BRACKET	0.0000	0.00	3.0000	6.00
Phase Totals:							604.58		63.97
Job Totals:							604.58		63.97

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
Elm Street Elementary School - Reconstruction
Purchase order 2251.01
Sales order # 5208

February 27, 2019

DESCRIPTION:	ADMIN BUILDING - Audio/Video, Network and control cabling adds. TV Installation.				
MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
10	AX104156	Belden	Jack, category 6A	\$13.08	\$130.82
4	AX102249	Belden	Keyconnect Faceplate, Single Gang, Flush, Compatible with Keyconnect Style Modular Jacks	\$1.85	\$7.40
1200	10GX512	Belden	Cable, category 6A	\$0.25	\$302.40
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL ADD PRICE					\$440.62

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
TOTAL DEDUCT PRICE					\$0.00

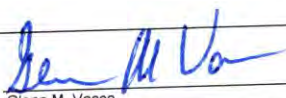
LABOR CHARGES				
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
		18	\$75.00	\$1,350.00
TOTAL LABOR PRICE				\$1,350.00

MATERIALS COSTS	ADD	\$440.62
	DEDUCT	\$0.00
	TOTAL ADD/DEDUCTS	\$440.62
	TOTAL COST OF MATERIALS	\$440.62
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	\$506.71
	SALES TAX	\$39.27
	FREIGHT	\$25.34
MARK UP AND LABOR COSTS	LABOR COST	\$1,350.00
	PROFIT & OVERHEAD LABOR	\$202.50
	TOTAL LABOR	\$1,552.50

TOTAL CHANGE ORDER AMOUNT: \$2,123.82

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature:  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.
 All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to be contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$89.55
JOURNEYMAN	2.00	\$83.60
APPRENTICE	1.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$83.12

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2019

**VENTURA COUNTY
LOCAL 952**

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$79.24	\$106.81	\$147.78	\$85.19	\$122.39	\$159.59	\$91.14	\$131.27	\$171.40
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98
Clean Up	3.0%	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38
Totals		\$83.60	\$111.17	\$152.14	\$89.55	\$126.75	\$163.95	\$95.50	\$135.63	\$175.76
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$83.60	\$111.17	\$152.14	\$89.55	\$126.75	\$163.95	\$95.50	\$135.63	\$175.76

TAFT ELECTRIC COMPANY
 Labor Rate
 Jan 1 thru July 30 2019

VENTURA COUNTY
 LOCAL 952
 APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$79.24	\$30.92	\$33.61	\$53.43	\$58.79	\$64.16	\$71.35	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	2.5%	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98		
Clean Up (3%)	3%	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38		
Sub Total	\$83.60	\$35.28	\$37.97	\$57.79	\$63.15	\$68.52	\$75.71	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$83.60	\$35.28	\$37.97	\$57.79	\$63.15	\$68.52	\$75.71	\$0.00	\$0.00	\$0.00

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 31, 2018 to July 28, 2019**

**VENTURA COUNTY
LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 39.75	\$ 59.63	\$ 79.50	\$ 44.24	\$ 66.36	\$ 88.48	\$ 48.73	\$ 73.10	\$ 97.47
HEALTH & WELFARE	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.40	0.60	0.80	0.44	0.66	0.88	0.49	0.73	0.97
NAT. PENSION (3%)	1.19	1.79	2.39	1.33	1.99	2.65	1.46	2.19	2.92
UNION BURDEN	\$ 28.19	\$ 37.31	\$ 46.42	\$ 28.37	\$ 37.57	\$ 46.78	\$ 28.55	\$ 37.84	\$ 47.14
F.I.C.A. (7.65%)	\$ 3.04	\$ 4.56	\$ 6.08	\$ 3.38	\$ 5.08	\$ 6.77	\$ 3.73	\$ 5.59	\$ 7.46
F.U.I. (0.8%)	0.32	0.48	0.64	0.35	0.53	0.71	0.39	0.58	0.78
S.U.I. (6.2%)	2.46	3.70	4.93	2.74	4.11	5.49	3.02	4.53	6.04
TAX BURDEN	\$ 5.82	\$ 8.74	\$ 11.65	\$ 6.48	\$ 9.72	\$ 12.96	\$ 7.14	\$ 10.71	\$ 14.28
LIABILITY INSURANCE 11.899%	\$ 4.73	\$ 7.09	\$ 9.46	\$ 5.26	\$ 7.90	\$ 10.53	\$ 5.80	\$ 8.70	\$ 11.60
WORKMAN'S COMP	0.75	0.75	0.75	0.83	0.83	0.83	0.92	0.92	0.92
INSURANCE BURDEN	\$ 5.48	\$ 7.84	\$ 10.21	\$ 6.10	\$ 8.73	\$ 11.36	\$ 6.72	\$ 9.62	\$ 12.52
DIRECT COST PER HOUR	\$ 79.24	\$ 113.51	\$ 147.78	\$ 85.19	\$ 122.39	\$ 159.59	\$ 91.14	\$ 131.27	\$ 171.40
DIRECT COST PER DAY	\$ 633.94		\$ 68.53	\$ 681.53		\$ 74.40	\$ 729.12		\$ 80.26
DIRECT COST PER WEEK	\$ 3,169.72			\$ 3,407.66			\$ 3,645.61		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 4.439%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 1.886%

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of December 31, 2018 to July 28, 2019

VENTURA COUNTY
 LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%	
	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.
WAGES	\$ 15.90	\$ 23.85	\$ 17.89	\$ 26.83	\$ 19.88	\$ 29.81	\$ 23.85	\$ 35.78	\$ 27.83	\$ 41.74	\$ 33.79	\$ 50.68
HEALTH & WELFARE	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.48	0.72	0.54	0.80	0.60	0.89	0.72	1.07	0.83	1.25	1.01	1.52
N.E.I.F. (1%)	<u>0.16</u>	<u>0.24</u>	<u>0.18</u>	<u>0.27</u>	<u>0.20</u>	<u>0.30</u>	<u>0.24</u>	<u>0.36</u>	<u>0.28</u>	<u>0.42</u>	<u>0.34</u>	<u>0.51</u>
UNION BURDEN	\$ 10.10	\$ 10.41	\$ 10.18	\$ 10.53	\$ 27.40	\$ 36.11	\$ 27.55	\$ 36.35	\$ 27.71	\$ 36.59	\$ 27.95	\$ 36.95
F.I.C.A. (7.65%)	\$ 1.22	\$ 1.82	\$ 1.37	\$ 2.05	\$ 1.52	\$ 2.28	\$ 1.82	\$ 2.74	\$ 2.13	\$ 3.19	\$ 2.58	\$ 3.88
F.U.I. (.8%)	0.13	0.19	0.14	0.21	0.16	0.24	0.19	0.29	0.22	0.33	0.27	0.41
S.U.I. (6.2%)	<u>0.99</u>	<u>1.48</u>	<u>1.11</u>	<u>1.66</u>	<u>1.23</u>	<u>1.85</u>	<u>1.48</u>	<u>2.22</u>	<u>1.73</u>	<u>2.59</u>	<u>2.09</u>	<u>3.14</u>
TAX BURDEN	\$ 2.33	\$ 3.49	\$ 2.62	\$ 3.93	\$ 2.91	\$ 4.37	\$ 3.49	\$ 5.24	\$ 4.08	\$ 6.11	\$ 4.95	\$ 7.42
LIABILITY INSURANC 11.9%	\$ 1.89	\$ 2.84	\$ 2.13	\$ 3.19	\$ 2.36	\$ 3.55	\$ 2.84	\$ 4.26	\$ 3.31	\$ 4.97	\$ 4.02	\$ 6.03
WORKMAN'S COMP	<u>0.71</u>	<u>0.71</u>	<u>0.79</u>	<u>0.79</u>	<u>0.88</u>	<u>0.88</u>	<u>1.06</u>	<u>1.06</u>	<u>1.24</u>	<u>1.24</u>	<u>0.64</u>	<u>0.64</u>
INSURANCE BURDEN	\$ 2.60	\$ 3.54	\$ 2.92	\$ 3.99	\$ 3.25	\$ 4.43	\$ 3.90	\$ 5.32	\$ 4.55	\$ 6.20	\$ 4.66	\$ 6.67
DIRECT COST PER HOUR	\$ 30.92	\$ 41.30	\$ 33.61	\$ 45.28	\$ 53.43	\$ 74.72	\$ 58.79	\$ 82.68	\$ 64.16	\$ 90.64	\$ 71.35	\$ 101.72
DIRECT COST PER DAY	\$ 247.38	\$ 330.41	\$ 268.85	\$ 362.26	\$ 427.43	\$ 597.78	\$ 470.36		\$ 513.28		\$ 570.77	
DIRECT COST PER WEEK	\$ 1,236.92	\$ 1,652.07	\$ 1,344.24	\$ 1,811.28	\$ 2,137.15	\$ 2,988.89	\$ 2,351.79		\$ 2,566.42		\$ 2,853.86	

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 4.439%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 1.886%

Kyle Ramin

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Sent: Wednesday, December 12, 2018 11:03 AM
To: Kyle Ramin
Cc: Timothy Hoyt; David Fateh (dfateh@oxnardsd.org); 'rleon@oxnardsd.org'
Subject: RE: District Requested Admin Building Changes

Kyle,

You are authorized to proceed with this work.

Jennifer

From: Kyle Ramin <KRamin@bernards.com>
Sent: Friday, December 07, 2018 3:17 PM
To: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Cc: Timothy Hoyt <timhoyt5@yahoo.com>; David Fateh (dfateh@oxnardsd.org) <dfateh@oxnardsd.org>; 'rleon@oxnardsd.org' <rleon@oxnardsd.org>
Subject: RE: District Requested Admin Building Changes

Hi Jennifer,

I've received the following ROMs

To add the electrical conduit, power, and data for the TVs between the Parent Conference and Lobby, the ROM is \$6,500. This does not include the TVs or TV mounts. It does include installing the TVs and TV mounts. The demo, backing and drywall patching necessary for the two additional TVs is approximately \$2,000.

To add data drops and convert outlets to 4 plugs on both sides of Breakout Room 3 will cost approximately \$2,000. The demo, and drywall patching for Breakout Room 3 is approximately \$2,000.

Kyle Ramin, CCM

Project Manager



An Employee Owned Company

555 First Street | San Fernando, CA 91340

T 818.898.1521 | F 818.365.0065 | C 747.219.7561

kramin@bernards.com | www.bernards.com

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From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Sent: Wednesday, November 28, 2018 4:10 PM
To: Kyle Ramin <KRamin@bernards.com>
Cc: Timothy Hoyt <timhoyt5@yahoo.com>; David Fateh (dfateh@oxnardsd.org) <dfateh@oxnardsd.org>; 'rleon@oxnardsd.org' <rleon@oxnardsd.org>
Subject: District Requested Admin Building Changes

Hello Kyle,

Please see attached for a description of the changes the district wants to make to the admin building. Ricky has studied turning the Resource center study room into the site tech's office (see attachment). He feels that no breaking out of existing drywall to the ceiling is needed – please confirm. Also note that we would like to place the TVs at the parent conference and the reception back-to-back. This will minimize disruption to walls as well.

Please provide an estimate for these modifications ASAP.

Thank you,

Jennifer

Jennifer MacIsaac, R.A., LEED AP

Program Manager

CFW Oxnard

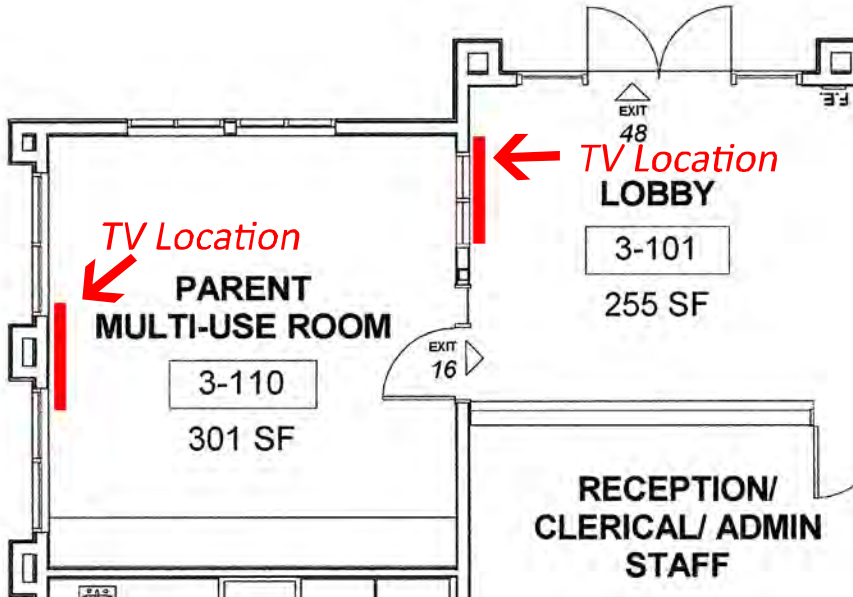
1901 S. Victoria Avenue, Suite 106

Oxnard, CA 93035

(805) 201-1989 - Office

(805) 201-0684 – Direct

(626) 893-2392 - Mobile



TV Location



**PARENT
MULTI-USE ROOM**

3-110

301 SF

TV Location



LOBBY

3-101

255 SF

**RECEPTION/
CLERICAL/ ADMIN
STAFF**

EXIT
48

EXIT
16

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

#16-199

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of **\$97,112.00** per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)** pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice 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

#16-199

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.

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

#16-199

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

#16-199

- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

#16-199

EXHIBITS A and B

Scope of Work

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS

		PLAN SHEET DATE
GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS**

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Environmental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY
 Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond	0.64%			148,101
CCIP	1.25%			287,739
Builders Risk	1.15%			268,303
Subcontractor Default Insurance	1.20%			224,182
General Contractor's Fee	4.00%			896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency	3.00%			678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES

**Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033**

**Lease/Leaseback
December 9, 2016**

Description		Recommended Subcontractor	Bids Received		Amount
01000	ALLOWANCES			\$	960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$	67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$	58,648
03200	REINFORCING STEEL	Stantru	3	\$	182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$	1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$	43,195
04200	MASONRY	Skidmore Masonry	2	\$	79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$	501,400
05700	ORNAMENTAL METALS				w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$	2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$	65,042
07140	WATERPROOFING	Systems WP	4	\$	95,436
07200	INSULATION	DJ Insulation	3	\$	80,000
07540	ROOFING	Eberhard	4	\$	344,200
07600	SHEET METAL	R&J SM	2	\$	220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$	236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$	317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$	1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$	118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$	190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$	114,964
09900	PAINTING	Vanguard	8	\$	329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$	335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$	525,000
10140	SIGNAGE	Kendall Sign	6	\$	60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$	48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$	349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$	24,950
14200	ELEVATORS	Otis	1	\$	143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$	283,790
22000	PLUMBING	Precision Plumbing	5	\$	728,974
23000	HVAC	Sheldon Mech.	5	\$	1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$	2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$	936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$	239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$	671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$	270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$	363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$	519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES



ALLOWANCES

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
December 9, 2016

Schedule of Allowances Included in Proposal		
1	Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 60,000
5	Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
TOTAL ALLOWANCES		\$ 960,000

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1" Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Drip/line Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete		Elm Street Elementary School Reconstruction			Job Number	Elm
					Bid Date	12/7/2016
		Subcontractors			Date Printed	12/6/2016
Description	Santa Clarita Concrete	JT Wimsatt				
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Loyd Tansing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A0 1.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4						
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel					
Elevator Sill Angle & Threshold	Included	1,200					
Roof Access Ladders - 2/A64.4	Included	Included					
Bldg 1 - Classroom (1)	Included	Included					
Bldg 2 - MPR (1)	Included	Included					
Bldg 3 - Admin (1)	Included	Included					
Fixed Sun Screens	Included	Included					
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included					
Bldg 1 - Classroom (8)	Included	Included					
Bldg 2 - MPR (6)	Included	Included					
Bldg 3 - Admin (2)	Included	Included					
Bldg 4 - Kindergarten (2)	Included	Included					
TOTALS	501,400	504,880	0	0	0	0	
Recommendation:	Amount						
Ironman, Inc	501,400						

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
Glu-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor Bldg 1 - Classroom	3,200	3,200			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	WS Kiem	Abdellatif Ent.	JF Construction		
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - 5701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admln	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	WS Kiem	Abdellatif Ent.	JF Construction			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included				
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included				
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650				
Fixed Sun Screens	Included	Included				
Fire Treated Lumber	Included	Included				
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included				
4x4 & 4x6 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included				
4x6 & 4x10 Blocking per 3/S601	Included	Included				
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included				
4x10 & 6x10 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
Simpson Hardware	Included	Included				
4x Blocking	Included	Included				
Bldg 1 - Classroom	Included	Included				
Window Shades (8)	Included	Included				
Bldg 2 - MPR	Included	Included				
Window Shades (6)	Included	Included				
Entrance Canopies (1)	Included	Included				
Bldg 3 - Admin	Included	Included				
Window Shades (2)	Included	Included				
Entrance Canopies (2)	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Window Shades (2)	Included	Included				
FRP Panels - Miller Paneling	10,400	10,400				
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included				
Janitors Closets (Not Shown)	Included	Included				
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included				
Bldg 4 - Janitors Closet - 114	Included	Included				
TOTALS	2,984,977	2,997,004	0	0	0	0
Recommendation:	Amount					
WS Kiem	2,984,977					

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten Rms - 114, 115, 116	In Above In Above	In Above In Above	In Above In Above	In Above In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RF1 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			

Bid Evaluation Report



Sheet Metal & Metal Panels		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
		Subcontractors				Date Printed	12/6/2016
Description	R&J SM	Merit Metal Products					
Bldg 2 - MPR (1)	Included	Included					
Bldg 3 - Admin (1)	Included	Included					
GFRC Panels - RFI 50							
Bldg 2 - MPR - A2-11.2	12,697	12,697					
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above					
Bldg 3 - Admin	14,127	14,127					
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above					
TOTALS	220,506	223,824	0	0	0	0	
Recommendation:		Amount					
R&J SM		220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm	
	Subcontractors			Bid Date	12/7/2016	
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016	
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Hollow Metal Doors and Frames	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site						
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 3 - Admin - A3-52.1	Included	Included	Included			
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included			
Install HM Doors	Included	Included	Included			
Install HM Frames	In Drywall	In Drywall	In Drywall			
Install Wood Doors	Included	Included	Included			
Door Hardware	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
Misc. Door Hardware	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
TOTALS	291,898	237,835	236,830	0	0	0
Recommendation:	Amount					
Construction Hardware	236,830					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				



Bid Evaluation Report

Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaprosheild	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Description	Subcontractors			Date Printed	12/6/2016	
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljay Acoustics	Date Printed	12/6/2016
					Calif-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elfjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-S1.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Call-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	650	650	650	650	650	
VCT in Elevator Cab per 7/Gen-6	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
Description		Subcontractors				Date Printed	12/6/2016
		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RFI 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	In Above	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Guy Smithson	Pacific Painting Co	ISR Painting			
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm	
					Bid Date	12/7/2016	
				Subcontractors		Date Printed	12/6/2016
Description	Apex Fire Protection	Superior Fire					
Base Bid	501,200	268,790					
Spec #: 212000	Included	Included					
Spec #:							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included					
Acknowledgment of Addendum 1	Included	Included					
Bid Good for 60 Days	60 Days	Included					
Prevailing Wage	Included	Included					
Prequalification per Bid Invite	Yes	Yes					
Attachment C Acknowledgement	N/A	N/A					
Fire Sprinklers	Included	Included					
MFR - Tyco	Included	Included					
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included					
Bldg 1 - Classroom - FP02 & 3	Included	Included					
Bldg 2 - MPR - FP04	Included	Included					
Bldg 3 - Admin - FP05	Included	Included					
Bldg 4 - Kinder - FP06	Included	Included					
4" Fire Riser at Each Bldg - 1/FP07	Included	Included					
POC 5" Outside of Bldg	Included	Included					
Upright Sprinkler Deflectors as Shown	Included	Included					
Brass or White Finish	Included	Included					
Heads to be Centered in ACT Panels	Included	Included					
Furnish & Install Sleeves	Included	Included					
All Seismic Bracing, Hangers, Embeds as Required	Included	Included					
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included					
All Gauges, Valves, Flow and Tamper Switches	Included	Included					
Sound and Vibration Control	Included	Included					
All Bracing and Hangers - FP07	Included	Included					
Firestopping & Sealants as Required at Penetrations	Included	Included					
BIM Requirements	18,700	15,000					
TOTALS	519,900	283,790	0	0	0	0	
Recommendation:	Amount						
Superior Fire	283,790						

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	60 Days	Included	Included		
Prequalification per Bid Invite	Included	Included	Included	Included		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included Plans and Specs Dated: 8/1/2016 & 4/22/2016 Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Included	Included	Included	Included	15 Days	
Attachment C Acknowledgement	Yes	Yes	Yes	Yes	Included	
	Included	Included	Included	Included	Yes	
Plumbing					Included	
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	Included	Included	Included	Included	Included	
HW / CW Piping	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheidon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction					Job Number	Elm
	Subcontractors					Bid Date	12/7/2016
Description	Smith Elec.	Acco. Eng.	United Mech.	Sheldon Mech.	Climate Control	Date Printed	12/6/2016
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included		
Spring Isolation Hangers	Included	Included	Included	Included	Included		
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included		
Metal Ducts / Duct Work	Included	Included	Included	Included	Included		
Duct Liner	Included	Included	Included	Included	Included		
Supply & Return Air Plenums	Included	Included	Included	Included	Included		
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included		
Wall Louvers	Included	Included	Included	Included	Included		
Duct Insulation	Included	Included	Included	Included	Included		
Fire / Smoke Dampers	Included	Included	Included	Included	Included		
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included		
Mechanical Identification	Included	Included	Included	Included	Included		
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included		
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included		
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included		
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000	15,000	15,000		
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673		0
Recommendation:	Amount						
Sheldon Mech.	1,226,000						

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MPR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcom	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewill-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
				Date Printed	12/6/2016	
Description	Subcontractors					
	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

Facilities

SECTION D: ACTION _____

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

Ratification of Change Order No. 009 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

Over the course of the construction of the Elm Elementary School Reconstruction Project, the District has requested modifications to the project to enhance the functionality of the new buildings. An example of this includes the additional coats of wax on the VCT (COR #441). Some change orders concern design clarifications. An example includes revisions to the landscaping and irrigation due to code-required changes to hardscape made during construction (COR #601, #605 & #606). Other change orders result from code requirements such as additional lighting at Stair #1 (COR #561). Change Order No. 009 provides for the Board's ratification of eleven (11) change order proposals with the following scope of work:

- COR No. 28 8- Paint Railings- Stairs 1 & 3
- COR No.412 - Hand Dryers
- COR No.434 - Modify Mech Closet Thresholds
- COR No.441 - Additional Floor Wax Coats
- COR No.544 - Credit- Replace Sod with Shrubs at Bioret basins
- COR No.561 - Add light at Stair 1
- COR No.562 - Add Tile at Drinking Fountains
- COR No.585 - Drywall Finishing at Health Office
- COR No.601 - Landscape and Irrigation Changes
- COR No.605 - Landscape Changes
- COR No.606 - Additional Landscape Irrigation Changes

FISCAL IMPACT

Twenty-Three Thousand Five Hundred Seventy-Seven Dollars and Zero Cents (\$23,577.00) to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$23,577.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 009 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #009, Bernards Bros Inc. (3 Pages)
- COR No. 288- Paint Railings- Stairs 1& 3 (8 Pages)
- COR No.412- Hand Dryers (6 Pages)
- COR No.434- Modify Mech Closet Thresholds (4 Pages)
- COR No.441- Additional Floor Wax Coats (2 Pages)
- COR No.544- Credit- Replace Sod with Shrubs at Bioret basins (6 Pages)
- COR No.561- Add light at Stair 1 (11 Pages)
- COR No.562- Add Tile at Drinking Fountains (18 Pages)
- COR No.585- Drywall Finishing at Health Office (13 Pages)
- COR No.601- Landscape and Irrigation Changes (8 Pages)
- COR No.605- Landscape Changes (8 Pages)
- COR No.606- Additional Landscape Irrigation Changes (11 Pages)
- Construction Services Agreement #16-199 (108 Pages)



CHANGE ORDER

Date: 6.5.2019

CHANGE ORDER NO. 009

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 16-199

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, Ste. 1150
 Santa Ana, CA 92707

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 2013-40159
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$..2,499,583.00
ADJUSTED CONTRACT SUM.....	\$ 25,806,469.00
NET CHANGE -	\$..23,577.00
<hr/>	
Total Change Orders to Date: 009.....	\$..2,523,160.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 009.....	\$ 25,830,046.00

Commencement Date:January 30, 2017
 Original Completion Date:October 16, 2018
 Original Contract Time:661 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:000 Calendar Days
 Adjusted Completion Date:October 16, 2018

Percentage (10.83%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 288- Paint Railings- Stairs 1&3		\$1,275.00		
2.	COR No.412- Hand Dryers			\$4,725.00	
3.	COR No.434- Modify Mech Closet Thresholds			\$2,392.00	
4.	COR No.441- Additional Floor Wax Coats		\$4,025.00		
5.	COR No.544- Replace Sod with Shrubs at Bioret basins			\$1,976.00	
6.	COR No.561- Add light at Stair 1				\$4,215.00
7.	COR No.562- Add Tile at Drinking Fountains			\$790.00	
8.	COR No.585- Drywall Finishing at Health Office		\$ 649.00		
9.	COR No.601- Landscape and Irrigation Changes			\$1,318.00	
10.	COR No.605- Landscape Changes			\$1,152.00	
11.	COR No.606- Additional Landscape Irrigation Changes			\$1,060.00	
	TOTAL		\$5,949.00	\$13,413.00	\$4,215.00

Total Change Order No. 009 \$ 23,577.00

***NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR**

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 288 R0

Date: 2/4/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 25

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to paint railings added under Stair 1 and Stair 3. Reason: Galvanized steel railings were added for safety reasons and needed to be painted. This is additional work not included in the original scope. Requested By: SVA Architects	Vanguard Painting	1,109
		Subtotal: 1,109
Contractual Costs		
Overhead 15%		166
		Subtotal: 166
Total Change Order Request Amount:		1,275

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

VANGUARD
PAINTING INC.

2541 Topaz Court
Oxnard, CA 93030

Phone: (805) 650-0111
Fax: (805) 650-0122

License #: 554570

January 17, 2019

Mr. Jaime Pace
Bernards Bros
555 First Street
San Fernando, CA 91340

RE: Bulletin #25,
Job: Elm Street ES

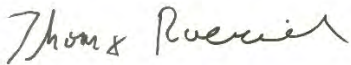
Mr. Pace:

This bulletin added some fencing/railings to the bottom of the stairs.

My price is:

Labor = 16 MH (@ \$ 58.10/MH)	\$ 929.00
Materials = 2 gallons (@ \$ 40/gal)	\$ 80.00
Mark-up = 10%	<u>\$ 100.00</u>
Total	\$ 1,109.00

Sincerely,



Thomas Roerich
Elm 08

PROJECT Elm Street ES (No GL) **PROJECT NO.** _____
CONTRACTOR Bernards Bros. **CONTRACT NO.** _____
SUBCONTRACTOR Vanguard Painting, Inc. **DATE** 6/22/18

HOURLY LABOR RATE WORKSHEET
(Reference Contract General Conditions, Article 6.01-c)

TRADE: Painter to 12/31/2018

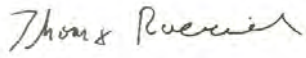
CLASSIFICATION: Journeyman

Item	% Rate	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 31.09	\$ 46.64	\$ 62.18	
Vacation/Holiday		2.55	2.55	2.55	
Total Taxable Wage		\$ 33.64	\$ 49.19	\$ 64.73	
Fringe Benefits:					
Pension		3.04	3.04	3.04	
Health/Welfare		8.85	8.85	8.85	
Training/Certification		0.60	0.60	0.60	
Other		0.91	0.91	0.91	
Fringe Benefits Subtotal		\$ 13.40	\$ 13.40	\$ 13.40	
Total Hourly Rate		\$ 47.04	\$ 62.59	\$ 78.13	
Burden:					
Taxes & Insurance					
FICA	6.20%	2.09	3.05	4.01	
Medicare	1.45%	0.49	0.71	0.94	
Federal Unemployment	1.10%	0.37	0.54	0.71	
California Unemployment	6.20%	2.09	3.05	4.01	
Workers Compensation	17.93%	6.03	6.03	6.03	
Liability Ins. Premium (for labor only)	0.00%	-	-	-	
Other - Travel / Per Diem		-	1.15	1.15	
Burden Subtotal	32.88%	\$ 11.06	\$ 14.53	\$ 16.86	
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC, 6.01-b(4)
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC, 6.01-b(4)
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC, 6.01-b(4)
TOTAL HOURLY RATE		\$ 58.10	\$ 77.12	\$ 94.99	

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of the Contract General Conditions, Article 6. Mark-up rates for utility repair work shall be adjusted in accordance with Article 4.08-e.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Note: The above rates are scheduled to change on 7/1/2018

Rates certified by: Thomas Roerich Company Name: Vanguard Painting, Inc.
 (print name)

Signature: 



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 25 Narrative**

Revision:

07/16/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Architectural Sheets:

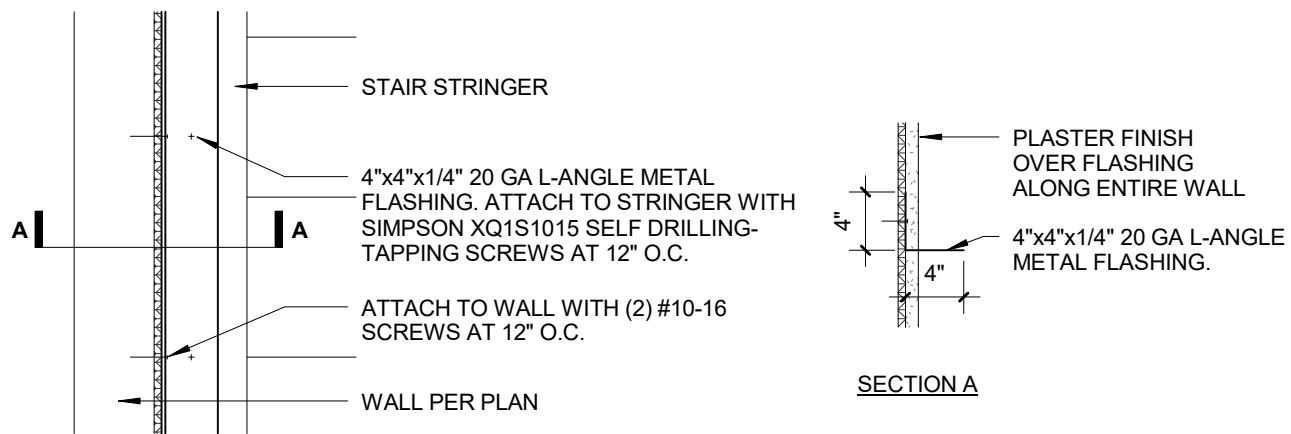
- A1-45.1 – Classroom – Bldg 1 – Enlarged Stair #1 Plans
Provided guardrail elevations and details under stairs.
- A1-45.3 – Classroom – Bldg 1 – Enlarged Stair #3 Plans
Updated stair plan to shown dimensions on concrete steps at landing (detail 1 and 3).
Added finish grades at bottom of concrete steps.
Updates plan to show guardrails below stairs.
- A1-45.5 – Classroom – Bldg 1 – Stair#3 Guardrail Elevations and Details
Provided guardrail elevations and details for Stair #3.
- SKA-1 – Stair #3 flashing detail
Provided flashing detail between stringer and face of building.


Drawings

- A1-45.1 – Classroom – Bldg 1 – Enlarged Stair #1 Plans
- A1-45.3 – Classroom – Bldg 1 – Enlarged Stair #3 Plans
- A1-45.5 – Classroom – Bldg 1 – Stair #3 Guardrail Elevations and Details
- SKA-1 – Stair #3 Flashing

Distribution:

District
Contractor
IOR



 <p>3 MacArthur Place, Suite 800 Santa Ana, California 92707 T. 949.809.3380 www.sva-arch.com</p>	<p>DESCRIPTION:</p> <p>STAIR #3 FLASHING DETAIL</p>	<p>DRAWING REFERENCE:</p>	<p>BULLETIN #:</p> <p>25</p>
	<p>PROJECT NAME:</p> <p>ELM STREET ELEMENTARY SCHOOL</p>	<p>ISSUE REFERENCE:</p> <p>SKA-1</p>	<p>DATE</p> <p>06/13/18</p>
	<p>PROJECT NUMBER:</p> <p>1340159</p>		<p>SCALE</p> <p>1" = 1'-0"</p> <p>DRAWN BY</p> <p>Author</p>



CHANGE ORDER REQUEST

COR No. 412 R0

Date: 11/30/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Hand Dryers RFI 449

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost for hand dryers in bathrooms. Reason: Not called for in original plans. Requested By: SVA Architects Ref: RFI 449	Global Specialties Direct Inc	4,109
		Subtotal: 4,109
Contractual Costs		
Overhead 15%		616
		Subtotal: 616
Total Change Order Request Amount:		4,725

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Global Specialties Direct Inc.

REQUEST FOR CHANGE ORDER

CONTRACTOR: BERNARDS BUILDERS

DATE: 8/07/18

ATTENTION: ARVIND BALAJI

JOB: ELM ELEMENTRY SCHOOL

GLOBAL JOB#: 16359

CHANGE ORDER: 3

REASON FOR CHANGE:

PER RETURNED SUBMITTAL NO. 138-102800 DATED 2/5/18 AND RFI NO. 449, ADD TO PROVIDE ADDITIONAL HAND DRYERS IN ROOM NO. 1-103, 1-105, 1-110, 1-111, 2-203 AND 2-205.

MATERIAL REQUESTED:

- 6 EA 0197-1-93 HAND DRYERS, STAINLESS STEEL SATIN FINISH
- 8 EA 0119 RECESS KITS, ST/STL SATIN FINISH

***HAND DRYERS ARE F.O.B. JOBSITE, INSTALLED BY OTHERS

TOTAL COST INCLUDING TAX	\$4,109.00
LABOR	EXCLUDED
TOTAL CHANGE ORDER REQUEST	\$4,109.00

Kyle Ramin

GLOBAL SPECIALTIES DIRECT INC

ACCEPTED BY: *[Signature]*

BY: SYLVIA LEANDRO
PROJECT MANAGER

TITLE: *PROJECT 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.**



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 449

Project: Elm Elementary School Reconstruction Project

Date: 06-19-18

Discipline: Architectural

Subject: Confirmation on hand dryer locations

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-51.1 RFI 399		Also A1-51.2, A1-51.3, and A1-51.4

QUESTION

Marked up drawings on RFI response 399 shows hand dryer in place of paper towel dispenser @ students (boys and girls) restrooms. Please confirm that hand dryer location is the same as paper towel dispenser location on the interior elevations.

ANSWER

Confirmed.

Tom Bardwell
SVA Architects
6/25/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	6/25/2018
Stoneware Tile Inc	Frank Dupuis	6/25/2018
Taft Electric Co	Matt Gobuty	6/25/2018
Global Specialties Direct Inc	Sylvia Leandro	6/25/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards
Submitted By: Arvind Balaji - Bernards

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC N FLS SS ED
 DATE AUG 11 2016

REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016
 PROJECT NO: 1340159-Bldg 1
 SCALE: As indicated

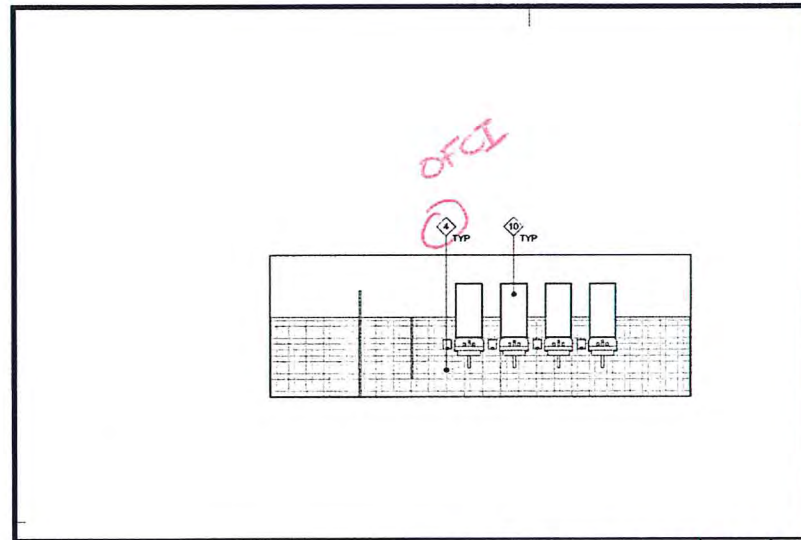
SHEET NUMBER: **A1-51.1**
 SHEET TITLE:

CLASSROOM - BLDG 1 - INTERIOR ELEVATIONS

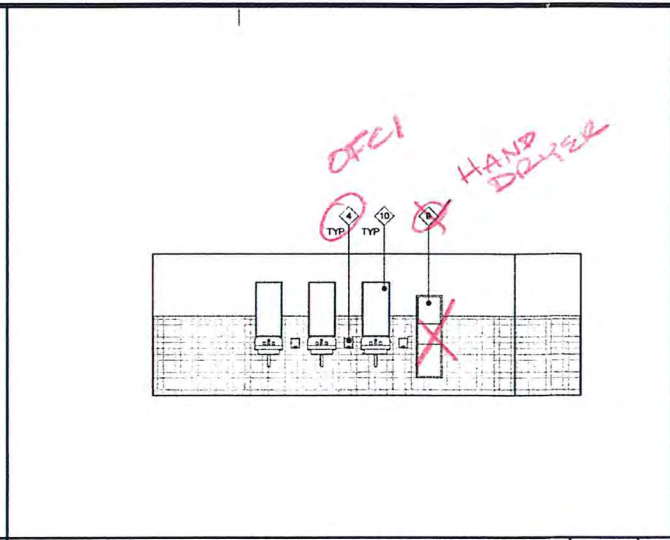


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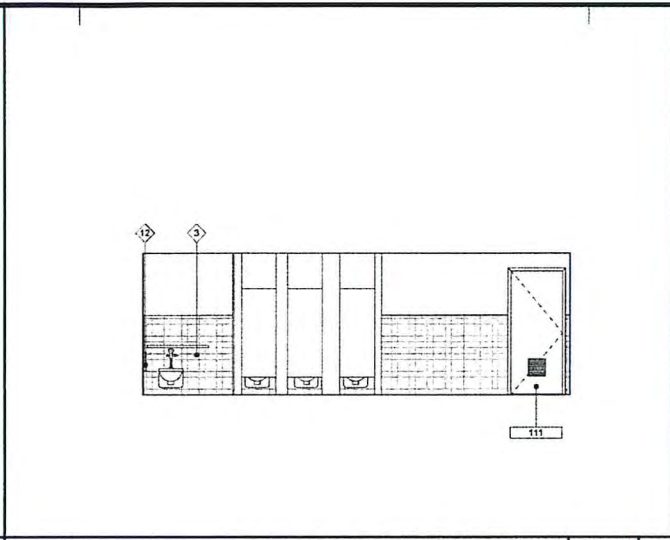
NO.	DESCRIPTION
111	DOOR PER OPENING SCHEDULE



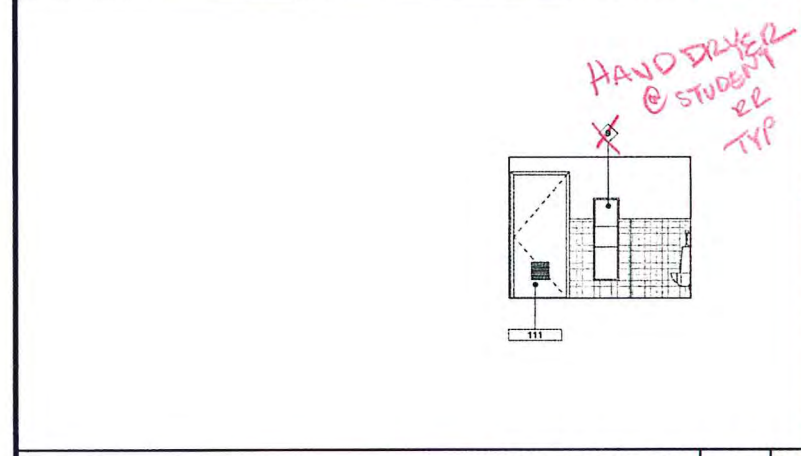
1-110 BOYS RR - NORTH 1/4" = 1'-0" 9



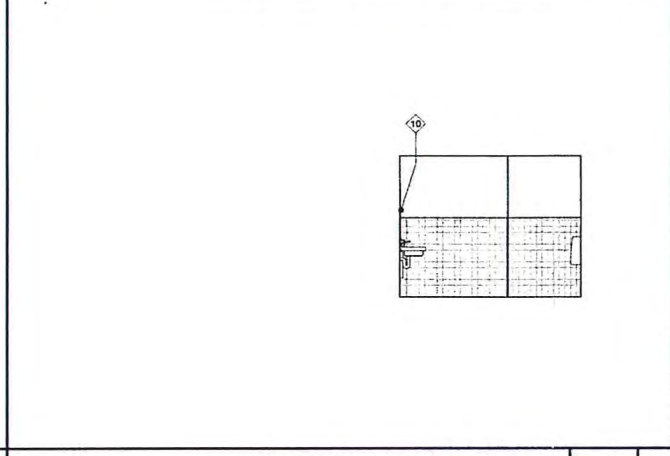
1-105 BOYS RR - NORTH (1-205 SIM) 1/4" = 1'-0" 5



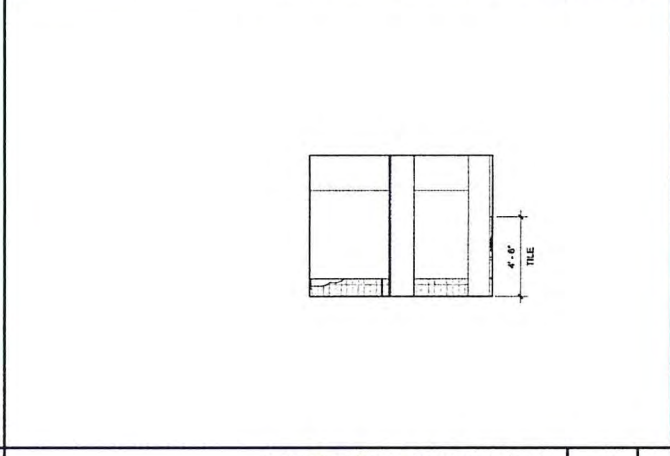
1-103 GIRLS RR - NORTH (1-203 SIM) 1/4" = 1'-0" 1



1-110 BOYS RR - EAST 1/4" = 1'-0" 10

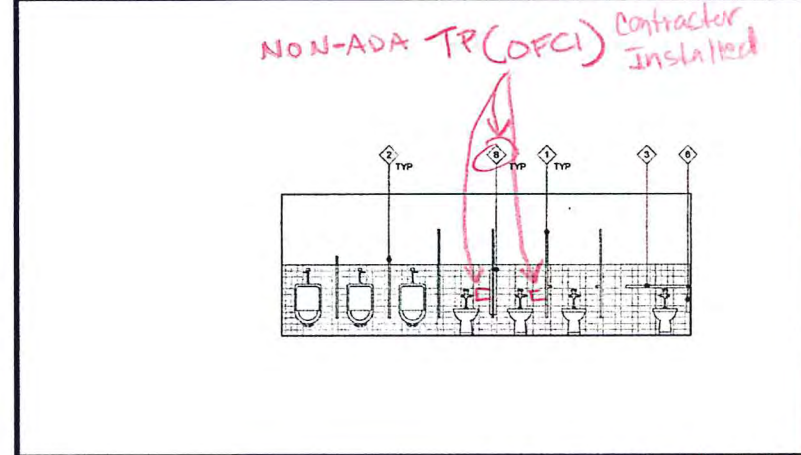


1-105 BOYS RR - EAST (1-205 SIM) 1/4" = 1'-0" 6

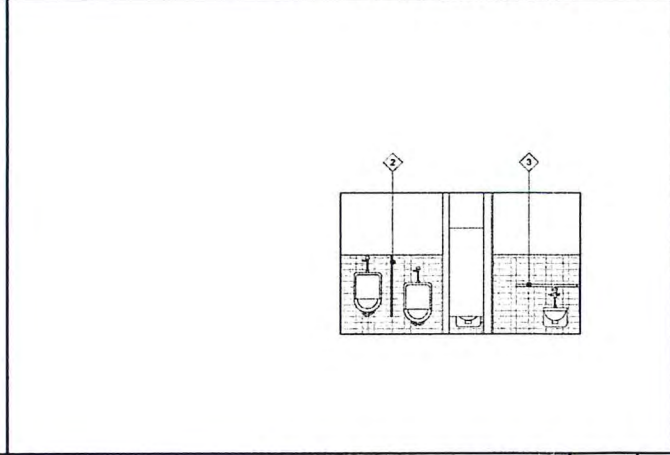


1-103 GIRLS RR - EAST (1-203 SIM) 1/4" = 1'-0" 2

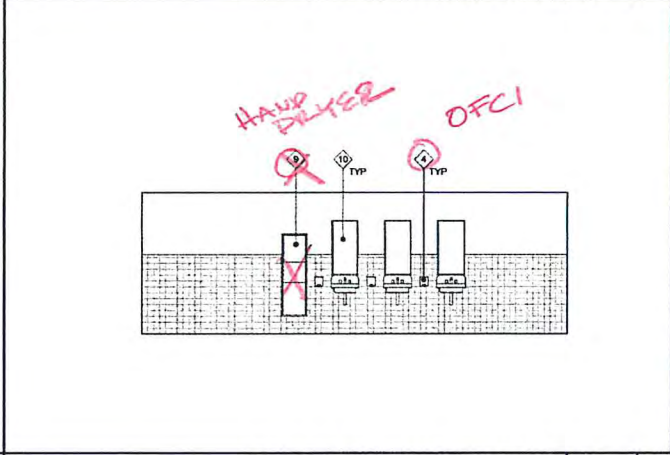
KEYNOTE LEGEND



1-110 BOYS RR - SOUTH 1/4" = 1'-0" 11



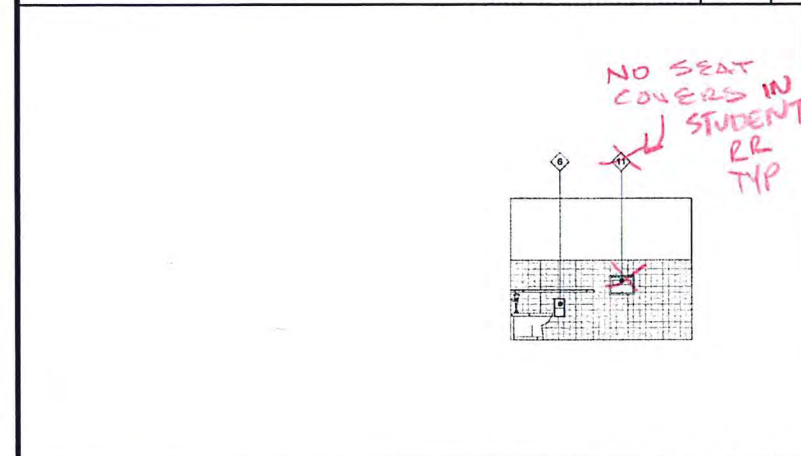
1-105 BOYS RR - SOUTH (1-205 SIM) 1/4" = 1'-0" 7



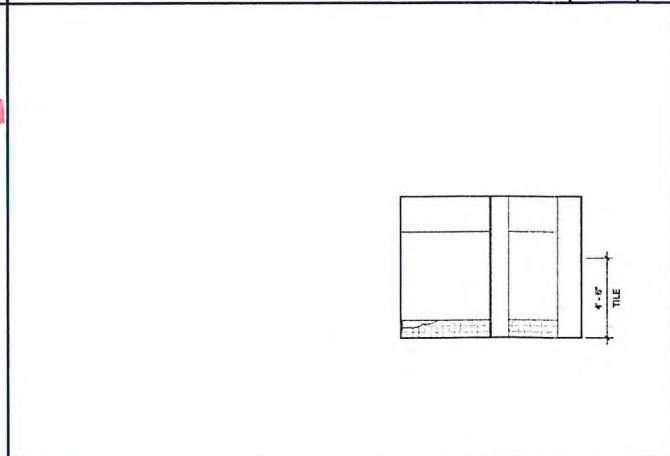
1-103 GIRLS RR - SOUTH (1-203 SIM) 1/4" = 1'-0" 3

- 1 OVERHEAD BRACED PHENOLIC PARTITION, REF. SPECIFICATION
 - 2 WALL-HUNG SOLID PHENOLIC URINAL SCREEN, 42" HIGH X 18" DEEP
 - 3 1-1/4" DIA. STAINLESS STEEL GRAB BAR, 36" X 54", BOBRICK B-587. REFER TO DETAIL SGEN-4 AND WGEN-4 FOR ATTACHMENT
 - 4 SURFACE MOUNTED LIQUID SOAP DISPENSER, BOBRICK B-2111
 - 5 RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3044
 - 6 RECESSED TOILET TISSUE DISPENSER, BOBRICK B-3888
 - 7 PARTITION-MOUNTED SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-387
 - 8 PARTITION MOUNTED SEAT COVER AND TOILET TISSUE DISPENSER, BOBRICK B-347
 - 9 RECESSED PAPER TOWEL DISPENSER AND TRASH RECEPTACLE, BOBRICK B-3044
 - 10 24" X 36" FRAMED MIRROR, BOBRICK B-290 2436
 - 11 RECESSED TOILET SEAT COVER DISPENSER, BOBRICK B-301
 - 12 RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3044
 - 13 SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
 - 14 HAND DRYER, BRADLEY AERX 2902-287400
 - 15 WASH FOUNTAIN PER PLUMBING AND DETAIL SGEN-4
- * REFER SHEET GEN-4 FOR MOUNTING HEIGHTS AND LOCATIONS FOR ALL ACCESSIBLE RESTROOM ACCESSORIES AND FIXTURES.

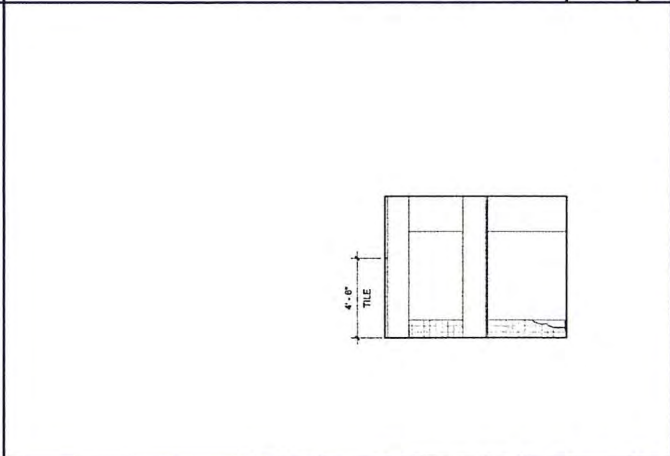
RESTROOM ACCESSORY LEGEND



1-110 BOYS RR - WEST 1/4" = 1'-0" 12



1-105 BOYS RR - WEST (1-205 SIM) 1/4" = 1'-0" 8



1-103 GIRLS RR - WEST (1-203 SIM) 1/4" = 1'-0" 4

NOTES:
 PATTERN OCCURS AT ALL TILE WALLS EXCEPT IN JANITORS ROOMS, U.N.O.
 REFER TO SPECS/COLOR BOARD FOR ACCENT TILE COLORS (COLORS VARY BY BUILDING).

TILE WALL PATTERN

REFER SHEET GEN-4 FOR ACCESSIBLE MOUNTING HEIGHTS FOR ALL FIXTURES & ACCESSORIES (ALL LAVATORIES ARE MOUNTED AT ACCESSIBLE HEIGHT, TYP.)

SHEET NOTES

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC: [initials] FLS: [initials] SS: [initials]
 DATE: AUG 01 2018

REVISIONS:

NO.	DESCRIPTION	DATE

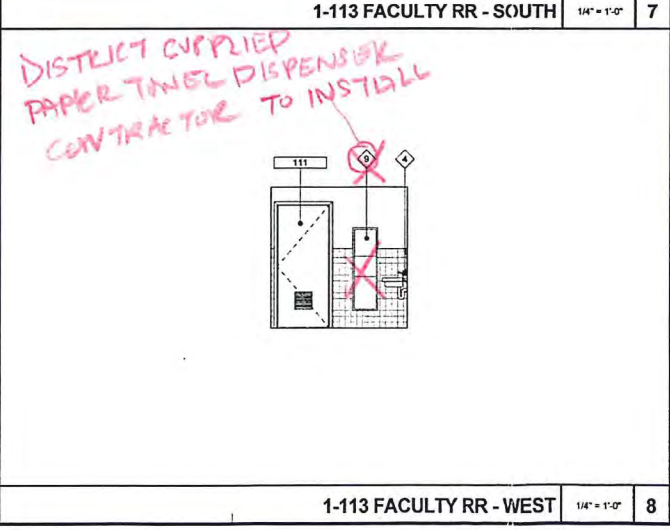
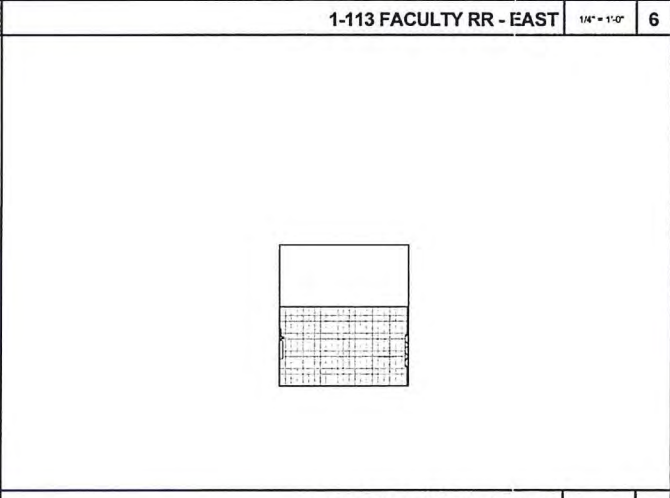
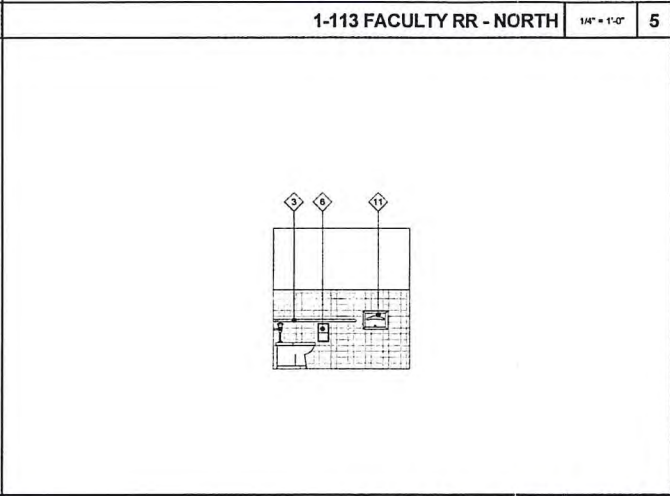
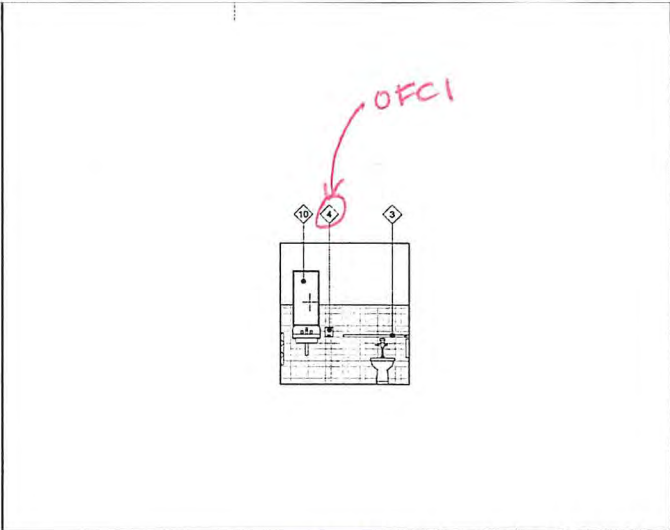
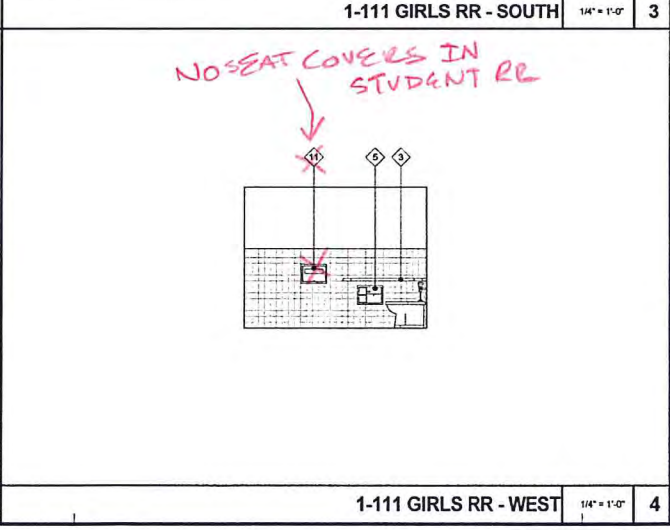
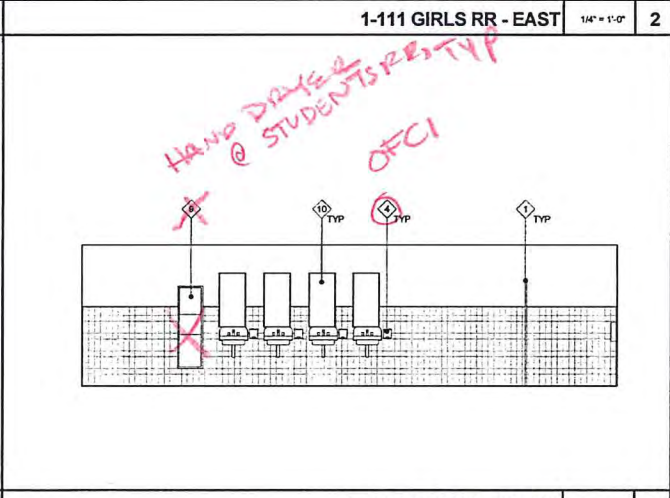
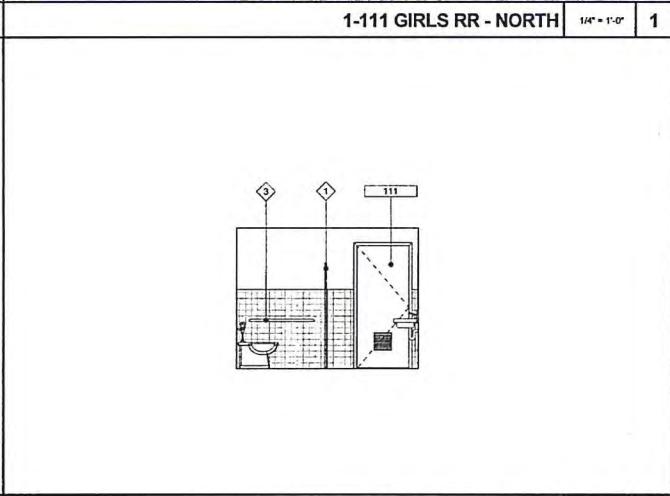
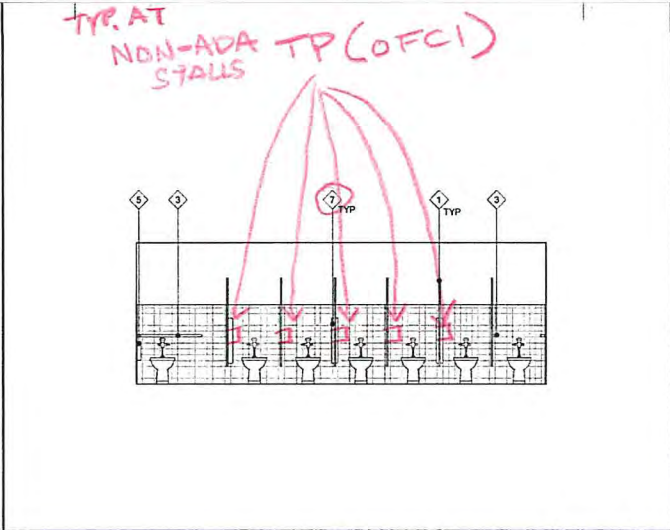
DATE ISSUED: APRIL 8, 2016
 PROJECT NO: 1340159-Bldg 1
 SCALE: As indicated
 SHEET NUMBER: **A1-51.2**
 SHEET TITLE:

CLASSROOM - BLDG 1 - INTERIOR ELEVATIONS



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7	DESCRIPTION
111	DOOR PER OPENING SCHEDULE
KEYNOTE LEGEND	
◇	FIXTURE
1	OVERHEAD BRACED PHENOLIC PARTITION, REF. SPECIFICATION
2	WALL-HUNG SOLID PHENOLIC URINAL SCREEN, 42" HIGH X 18" DEEP
3	1-1/4" DIA. STAINLESS STEEL GRAB BAR, 36" X 54", BOBRICK B-5637, REFER TO DETAIL 8/GEN-4 AND 9/GEN-4 FOR ATTACHMENT
4	SURFACE MOUNTED LIQUID SOAP DISPENSER, BOBRICK B-2111
5	RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3004
6	RECESSED TOILET TISSUE DISPENSER, BOBRICK B-3888
7	PARTITION MOUNTED SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-357
8	PARTITION MOUNTED SEAT-COVER AND TOILET TISSUE DISPENSER, BOBRICK B-347
9	RECESSED PAPER TOWEL DISPENSER AND TRASH RECEPTACLE, BOBRICK B-3944
10	24" X 36" FRAMED MIRROR, BOBRICK B-290 2436
11	RECESSED TOILET SEAT-COVER DISPENSER, BOBRICK B-301
12	RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3004
13	SHelf WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
14	HAND DRYER, BRADLEY AERIX 2502-287400
15	WASH FOUNTAIN PER PLUMBING AND DETAIL 8/GEN-4
* REFER SHEET GEN-4 FOR MOUNTING HEIGHTS AND LOCATIONS FOR ALL ACCESSIBLE RESTROOM ACCESSORIES AND FIXTURES	
RESTROOM ACCESSORY LEGEND	
	NOTES: PATTERN OCCURS AT ALL TILE WALLS EXCEPT IN JANITORS' ROOMS, U.I.O. REFER TO SPECS/COLOR BOARD FOR ACCENT TILE COLORS (COLORS VARY BY BUILDING).
TILE WALL PATTERN	
REFER SHEET GEN-4 FOR ACCESSIBLE MOUNTING HEIGHTS FOR ALL FIXTURES & ACCESSORIES (ALL LAVATORIES ARE MOUNTED AT ACCESSIBLE HEIGHT, TYP.)	
SHEET NOTES	



1-113 FACULTY RR - NORTH	1/4" = 1'-0"	5	1-111 GIRLS RR - NORTH	1/4" = 1'-0"	1
1-113 FACULTY RR - EAST	1/4" = 1'-0"	6	1-111 GIRLS RR - EAST	1/4" = 1'-0"	2
1-113 FACULTY RR - SOUTH	1/4" = 1'-0"	7	1-111 GIRLS RR - SOUTH	1/4" = 1'-0"	3
1-113 FACULTY RR - WEST	1/4" = 1'-0"	8	1-111 GIRLS RR - WEST	1/4" = 1'-0"	4



CHANGE ORDER REQUEST

COR No. 434 R0

Date: 12/19/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Mechanical Closet Sheet Metal Thresholds

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Contractual Costs		
Cost to add sheet metal caps at mechanical closet thresholds.	Merit Metal Products Inc	2,080
Reason: Not shown on plans. This is added work that is not in the original scope.		
Requested By: SVA Architects		
Ref: attached email.		
		Subtotal: 2,080
Contractual Costs		
Overhead 15%		312
		Subtotal: 312
Total Change Order Request Amount:		2,392

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Merit Metal Products, Inc.

3461 Galaxy Place, Oxnard, CA 93030
Phone: (805)981-9747 Fax (805)981-9659
Contractors License # 475878 C39 & C43
Dir Registration # 1000005443
www.meritmetalproducts.com



Stephen Reno Estimator (c)805-377-5761
sreno@meritmetalproducts.com

CHANGE ORDER # 10

Date: December 6, 2018

To: Bernards
555 First Street
San Fernando, CA 91340

818-898-1521

310-909-9763

Job: Elm Street Elementary School Reconstruction
Job Address: 450 E. Elm Street
Oxnard, CA 93033

- 1. 25 of flash @ Interior Door
Threshold @ Classrooms
Closet Doors

BREAKDOWN

Material	\$ 430.00
Labor field 16,5 hrs. @ \$84.59 =	\$ 1,395.74
Labor 15% Markup	\$ 209.37
Misc. fasteners,	\$ 45.00
TOTAL	\$ 2,080.11



HOURLY LABOR COST RATES

Sub/Contractor:	Merit Metal Products, Inc.	Trade:	Sheet Metal
Date:	8/17/2017	Classification:	Journeyman
Project:	Elm Elementary School	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	August 1, 2018		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 42.28	\$ 60.75	\$ 81.00
Vacation & Holiday Accrual	\$ 1.50	\$ 1.50	\$ 1.50
Hourly Taxable Wage Costs Subtotal	\$ 43.78	\$ 62.25	\$ 82.50
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.62	\$ 3.77	\$ 5.02
Medicare	\$ 0.61	\$ 0.88	\$ 1.17
FUI	\$ 0.05	\$ 0.07	\$ 0.10
SUI	\$ 0.37	\$ 0.53	\$ 0.71
Workers Compensation Insurance	\$ 8.94	\$ 8.94	\$ 8.94
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 12.60	\$ 14.19	\$ 15.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.85	\$ 9.85	\$ 9.85
Pension & Retirement (or equivalent)	\$ 17.04	\$ 17.04	\$ 17.04
Training (or equivalent)	\$ 1.32	\$ 1.32	\$ 1.32
Hourly Benefits Subtotal	\$ 28.21	\$ 28.21	\$ 28.21
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 84.59	\$ 104.65	\$ 126.65

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |

Kyle Ramin

From: Tom Bardwell <tbardwell@sva-architects.com>
Sent: Wednesday, December 19, 2018 12:17 PM
To: Kyle Ramin
Cc: Gina Sierra; Alex Rivera
Subject: RE: Sheet Metal Cover At Mechanical Closets

Kyle,

Confirmed. The sheet metal cover and slender door threshold strip (that Alex showed me in the field) should match in color.

Thanks,

Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu

6 Hutton Centre Drive, Suite 1150, Santa Ana, California 92707 | T 949.809.3380

www.sva-architects.com



 Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: Kyle Ramin <KRamin@bernards.com>
Sent: December 19, 2018 11:48 AM
To: Tom Bardwell <tbardwell@sva-architects.com>
Cc: Gina Sierra <GSierra@bernards.com>; Alex Rivera <ARivera@bernards.com>
Subject: Sheet Metal Cover At Mechanical Closets

Tom,

Please confirm we are to add sheet metal covers at the bottom of the mechanical closets.

Thanks,

Kyle Ramin, CCM

Project Manager



An Employee Owned Company

555 First Street | San Fernando, CA 91340

T 818.898.1521 | F 818.365.0065 | C 747.219.7561

kramin@bernards.com | www.bernards.com

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CHANGE ORDER REQUEST

COR No. 441 R0

Date: 12/17/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Additional Coats Of Wax

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add 3 additional coats of wax.	Commercial Construction Cleaning Resources	3,500
Reason: District preferred six coats of wax on VCT.		
Requested By: OSD		
		Subtotal: 3,500
Contractual Costs		
Overhead 15%		525
		Subtotal: 525
Total Change Order Request Amount:		4,025

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Commercial Construction Cleaning Resources

Po Box 878 License #978215

Newbury Park Ca. 91319

(760) 272 - 5406 cell

Proposal

Date: 12 – 05 - 18

To: Kyle Ramin (747) 219 - 7561 cell

Bernards

Project: Elm Street School
450 East Elm Street
Oxnard, Ca

From: Athena Vlachos
Ph: (760) 272-5406

Type: Provide additional wax coats X 3
(Prevail Wage)

Vinyl waxing: Additional 3 coats, (Clarion 25) for all vinyl floors.
30,000 Sq Feet. Clean floors & prep for waxing.

(Product Cost) \$839.995

1. Sectioning off area with caution tape and putting down cones
2. Detailed floor cleaning and mopping
3. Remove sticky stains and glue, etc
4. Floor neutralizing
5. Three layers additional of wax.

Provides 3 labor x \$79.80 per man additional 8 Hours =
Union dues, payroll taxes, comp.

\$2,660.05

Total Bid \$3,500.00

Terms & Condition: Invoices, payment for work performed to Bernard's will be invoiced on a progress of payment by a net of 30 days, from invoice date. Any invoices carried past the 30 day period, will be subject to a 10% past due date.



CHANGE ORDER REQUEST

COR No. 544 R0

Date: 2/7/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 38

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete sod and add dripline, shrubs, and mulch in the bioretention basins.	Advanced Landscape 2000 Inc	1,718
Reason: Requested by Civil Engineer		
Ref: Bulletin 38		
		Subtotal: 1,718
Contractual Costs		
Overhead 15%		258
		Subtotal: 258
Total Change Order Request Amount:		1,976

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Request for Change



Advanced Landscape 2000

5900 Canoga Ave. Suite 280
Woodland Hills, CA 91367

RFC Number: 15
Date: 01/28/2019

Regarding:

Bulletin 38:
Revision to irrigation - added dripline.

Planting:
Delete 1250 sq ft of sod
Add 44 x 1 gallon shrubs
Add 40 x 5 gallon shrubs
Add mulch

To:
Bernard Brothers Construction
555 FIRST STREET
SAN FERNANDO, CA 91340

Job Site:
Elm School
450 East Elm St.
Oxnard, CA 93033

Requested By:	Phone:	E-mail:
Rona Ross	(818) 591-2345	rona@advancedlandscape2000.com

Recipients:	Phone:	E-mail:
Gina Sierra	(818) 898-1521	GSierra@bernards.com

Requested Change:	Change to Contract
Irrigation Material	\$ 440.00
Landscape Material	\$ 801.00
Labor - 4H	\$ 252.96
15%	\$ 224.09

RFC Total	\$ 1718.05
------------------	-------------------

Please respond by: 01/31/2019

Rona Ross
Advanced Landscape 2000

Gina Sierra
Bernard Brothers Construction

PERFORMING CONTRACTOR Advanced Landscape 2000, Inc. DATE 6/27/2018
 PROJECT Elm School CONTRACT #. _____
 PRIME CONTRACTOR Bernads CONTRACTOR JOB #. _____
 LOCAL UNION YES NO #. _____ PHONE () _____ P.S.A. YES NO
 CRAFT / TRADE Landscape CLASSIFICATION Laborers O.C.I.P. YES NO
 WORKERS COMP. CLASS CODE CA0042 DATE WAGE EXPIRES _____

	STRAIGHT TIME Daily	Equipment operator	OVERTIME Sunday/Holiday
(A) BASIC HOURLY RATE	\$31.38	\$33.06	
FRINGES (EMPLOYER PAYMENTS)			
Health & Welfare _____ /Hr	\$7.06	\$11.20	
Pension _____ /Hr	\$7.53	\$9.65	
Vacation / Holiday _____ /Hr	\$4.59	\$2.95	
Training _____ /Hr	\$0.69	\$0.80	
Other Payments _____ /Hr	\$0.54	\$0.15	
Other (specify): _____ /Hr			
(B) Total Fringes	\$20.41	\$24.75	
(C) TOTAL PREVAILING WAGE (A+B)	\$51.79	\$57.81	
(D) PAYROLL TAXES & WORKERS' COMPENSATION			
F.I.C.A. _____ 6.2 %			
Medicare _____ 1.45 %			
F.U.T.A. _____ 0.6 %			
S.U.T.A. _____ 6.2 %			
E.T.T. _____ 0 %			
Sub Total _____ 14.450 %			
Round up to _____ 14.500 %			
Adder			
Workers' Comp. * _____ 22 %			
GL INS _____ %			
(E) Total _____ 36.50 x (A)	\$11.45	\$12.07	
TOTAL - HOURLY LABOR RATE (C+E)	\$63.24	\$69.88	



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 38 Narrative**

Revision:

01/25/2019

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Civil and Landscape Sheets

1. L-101 – Irrigation Plan
 - a. Irrigation revised to accommodate the revised sidewalk at the drop off zone along Fir Avenue and planters along Fir Avenue that changed from turf to shrub areas.
2. L-201 – Planting Plan
 - a. Deleted approximately 1,230 square feet of sod
 - b. Add 48 – 1 gal Carissa 'Green Carpet'
 - c. Add 20 – 5 gal Rosa "Sea Foam"
 - d. Add 10 – 5 gal Agave attenuata

Drawings

L-101 – Irrigation Plan

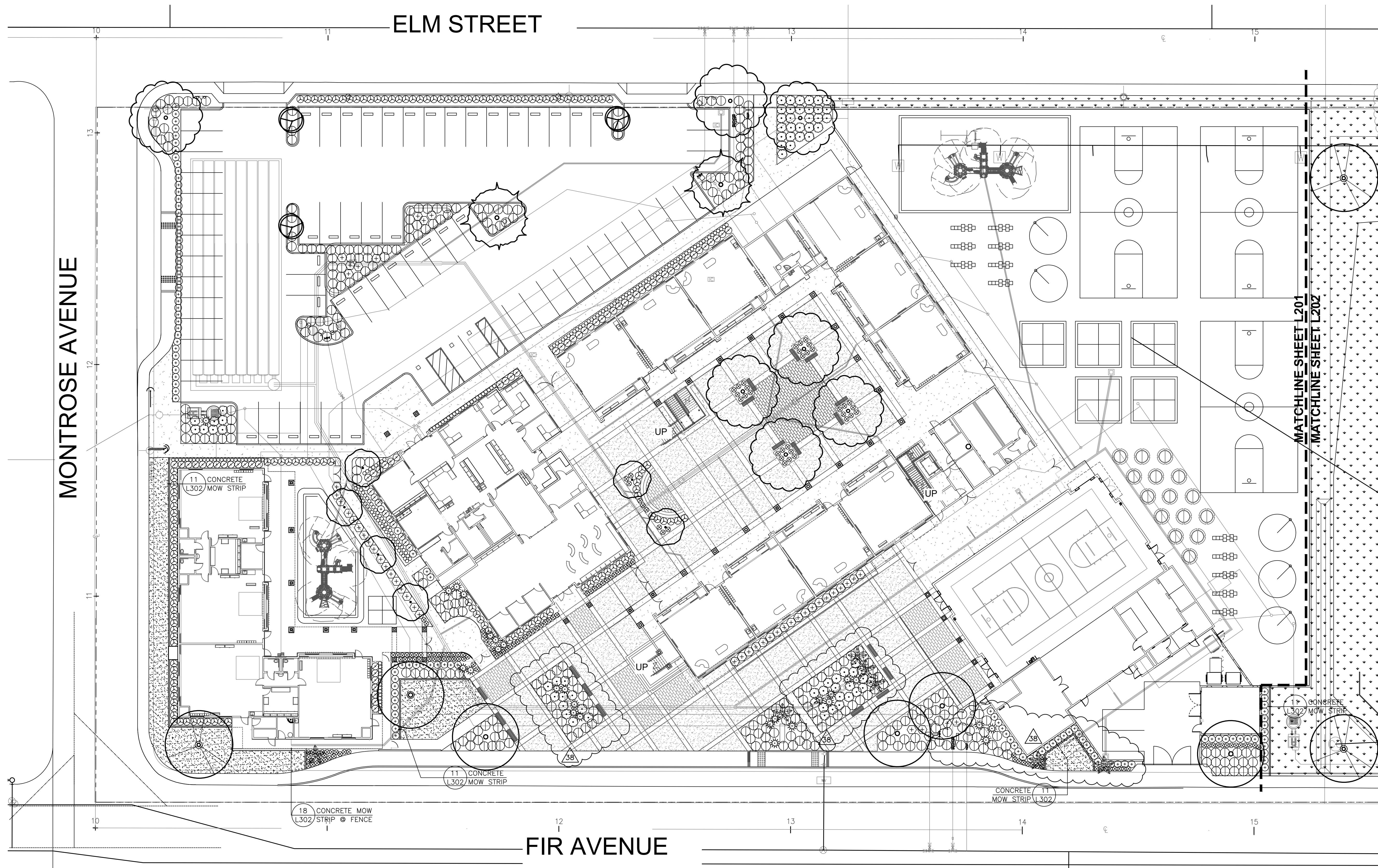
L-201 – Planting Plan

Distribution:

District

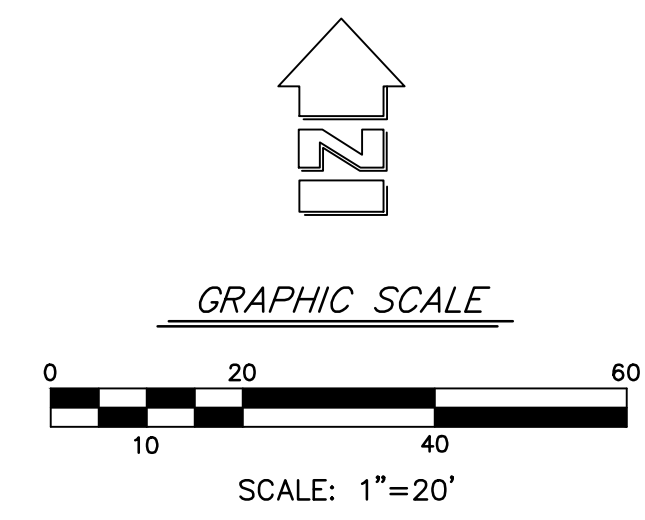
Contractor

IOR



PLANTING LEGEND

SYMBOL	QTY.	SIZE	BOTANICAL NAME/ COMMON NAME	HEIGHT/ SPREAD	DETAIL REF.	SYMBOL	QTY.	SIZE	BOTANICAL NAME/ COMMON NAME	DETAIL REF.
	5	24" BOX	PLATANUS ACERIFOLIA LONDON PLANE TREE	6-7'/ 4-5"	12/L302 13/L302		69	5 GAL	ROSA 'SEA FOAM' LANDSCAPE ROSE	12/L302 38
	7	24" BOX	SCHINUS TEREBINTHIFOLIUS BRAZILIAN PEPPER	6-7'/ 4-5"	12/L302 13/L302		27	5 GAL	AGAVE ATTENUATA FOX TAIL AGAVE	12/L302
	8	24" BOX	ULNUS PARVIFOLIA 'DRAKE' CHINESE EVERGREEN ELM	9-11'/ 4-5"	7/L302 12/L302 13/L302		117	5 GAL	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF 'YEDDO	12/L302
	2	24" BOX	METROSIDEROS EXCELSUS NEW ZEALAND CHRISTMAS TREE	9-10'/ 4-5"	7/L302 12/L302 13/L302		306	1 GAL	CARISSA 'GREEN CARPET' NATAL PLUM	12/L302 38
	6	24" BOX	CERCIS OCCIDENTALIS WESTERN REDBUD	9-11'/ 4-5"	7/L302 12/L302 13/L302		49	5 GAL	LEYMUS C. 'CANYON PRINCE' LYME GRASS	12/L302
	7	6" B.T.	TRACHYCARPUS FORTUNEI WINDMILL PALM	6-7'/ 2-3"	7/L302 10/L302		134	5 GAL	RHAPHIOLEPIS INDICA 'CLARA' INDIA HAWTHORN	12/L302
	3	24" BOX STANDARD	RHAPHIOLEPIS 'MAJESTIC BEAUTY' INDIAN HAWTHORN	5-6'/ 2-3"	7/L302 12/L302 13/L302		163	5 GAL	DIANELLA R. 'LITTLE REV' LITTLE REV FLAX LILY	12/L302
							189	1 GAL	NANDINA 'HARBOR DWARF' DWARF HEAVENLY BAMBOO	12/L302
							70	5 GAL	CYRTOMIUM FALCATUM HOLLY FERN	12/L302
									HYDROSEED SEE SPECS.	STOVER SEEDS 'SPORTSFIELD MIX'
									SOD SEE SPECS.	SOUTHLAND SOD MARATHON II



OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# _____
 AC _____ FLS _____ SS _____
 DATE _____

REVISIONS:

DESCRIPTION	DATE
▲ DELTA 31	8/29/18
▲ DELTA 34	10/5/18
▲ DELTA 36	11/12/18
▲ DELTA 37	12/11/18
▲ DELTA 38	1/21/19
▲	
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▲	

DATE ISSUED: JUNE 20, 2016
 PROJECT NO: 14.05
 SCALE: 1:20

SHEET NUMBER: L201
 SHEET TITLE:

PLANTING PLAN

JORDAN, GILBERT & BAIN
 LANDSCAPE ARCHITECTS, INC.
 459 NORTH VENTURA AVE., VENTURA CA 93001
 (805) 642-3641 FAX (805) 653-7874

3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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CHANGE ORDER REQUEST

COR No. 561 R0

Date: 2/13/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Stair 1 Light

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add lighting at Stair 1.	Taft Electric Co	3,665
Reason: Lighting levels were not sufficient. This is additional work not included in original scope.		
Requested By: PI, CFW		
		Subtotal:
		3,665
Contractual Costs		
Overhead 15%		550
		Subtotal:
		550
Total Change Order Request Amount:		4,215

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #051: Stair 1 Lighting

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	051 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	1/17 /2019
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$3,665.00

POTENTIAL CHANGE ORDER TITLE: Stair 1 Lighting

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required to install two N2B fixtures at Stair 1.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

EXCLUSIONS

- Any patching and painting of finished surfaces and conduits.
- Any weather proofing or sealing of exterior penetrations for water intrusion.
- Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
- Any and all parts and labor not specifically listed above or within.
- Any permits or fees.
- Any costs associated with the design, engineering (including wet stamps), or approval process.
- Any access panels.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
Project: 2551 Elm School COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 2

17 Jan 2019 14:08:44

Region: STAIR 1 LTG

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
160822	16.00	EA	M	1/2	EMT 2-HOLE STEEL STRAP	0.2628	4.21	0.0560	0.90
TITLE	80.00		M		1/2" EMT (3)#12+G	0.0000	0.00	0.0000	0.00
10046	80.00	FT	M	1/2	EMT	0.5283	42.27	0.0560	4.48
30136	10.00	EA	M	1/2	EMT STEEL-COMP COUPLING	0.4670	4.67	0.1500	1.50
30216	8.00	EA	M	1/2	EMT STEEL COMP CONNECTOR	0.3962	3.17	0.3100	2.48
70029	264.00	FT	M	12	THHN/THWN CU (SOL)	0.1032	27.25	0.0075	1.98
70111	88.00	FT	M	12	GREEN THHN CU (GRD 20A)	0.1080	9.51	0.0075	0.66
160573	20.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.37	0.0300	0.60
20188	6.00	EA	M	1/2	EMT FIELD BEND	0.0000	0.00	0.1125	0.68
30552	2.00	EA	M	1/2	EMT LB CONDUIT BODY	8.0997	16.20	0.5000	1.00
TITLE	1.00		M		BELL ROUND	0.0000	0.00	0.0000	0.00
150417	1.00	EA	M	1-1/2" DEEP 16.3-CI	4" ROUND ALUM WP BOX W/ 5 x 3/4"HUBS	15.0398	15.04	0.5000	0.50
150419	1.00	EA	M		4"ROUND BLANK COVER	2.4215	2.42	0.0900	0.09
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.11	0.0300	0.18
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0600	0.06
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0507	0.05
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0423	0.04
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0310	0.06
TITLE	2.00		M		BELL 2G	0.0000	0.00	0.0000	0.00
150404	2.00	EA	M	2" DEEP 29.0-CI	2G ALUM WP (BELL) BOX W/ 4 x 3/4"HUBS	20.0894	40.18	0.8000	1.60
140642	2.00	EA	M		2G WP BLANK PLATE	2.2428	4.49	0.3100	0.62
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0300	0.36
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0600	0.12
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0507	0.05
100094	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.26	0.0423	0.08
100269	4.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0310	0.12
130076	2.00	EA	M	42W	COMPACT FLUORESCENT WALLPACK	0.0000	0.00	2.0000	4.00

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

Phase Totals:	173.01	22.22
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Job Totals:	173.01	22.22
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Matt Gobuty

From: Andrea Carrillo <Andrea.Carrillo@graybar.com>
Sent: Monday, December 10, 2018 11:00 AM
To: Matt Gobuty
Subject: RE: 2251 Elm N2B Fixtures

Hi Matt,

N2B - DSXW1 LED 10C 700 40K T2M MVOLT DMG DNAXD – add at \$405.each plus freight. I am waiting on lead time.

Thank you,

Happy Holidays!

Andrea Carrillo | Project Specialist
Van Nuys, CA | Office (747) 233-6001 | andrea.carrillo@graybar.com
www.graybar.com - Graybar Works to Your Advantage

From: Matt Gobuty [mailto:mgobuty@taftelectric.com]
Sent: Friday, December 7, 2018 9:41 AM
To: Andrea Carrillo <Andrea.Carrillo@graybar.com>
Subject: 2251 Elm N2B Fixtures

Andrea,
Please provide a quote and lead time to add (2) N2B Fixtures.
Thanks



Matt Gobuty | Project Manager
TAFT ELECTRIC COMPANY
1694 Eastman Avenue
Ventura, CA 93003
805-654-7994 - Direct
805-431-1179 - Cell

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$89.55
JOURNEYMAN	2.00	\$83.60
APPRENTICE	1.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$83.12

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2019

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$79.24	\$106.81	\$147.78	\$85.19	\$122.39	\$159.59	\$91.14	\$131.27	\$171.40
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98
Clean Up	3.0%	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38
Totals		\$83.60	\$111.17	\$152.14	\$89.55	\$126.75	\$163.95	\$95.50	\$135.63	\$175.76
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$83.60	\$111.17	\$152.14	\$89.55	\$126.75	\$163.95	\$95.50	\$135.63	\$175.76

TAFT ELECTRIC COMPANY
 Labor Rate
 Jan 1 thru July 30 2019

VENTURA COUNTY
 LOCAL 952
 APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$79.24	\$30.92	\$33.61	\$53.43	\$58.79	\$64.16	\$71.35	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	2.5%	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98		
Clean Up (3%)	3%	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38	\$2.38		
Sub Total	\$83.60	\$35.28	\$37.97	\$57.79	\$63.15	\$68.52	\$75.71	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$83.60	\$35.28	\$37.97	\$57.79	\$63.15	\$68.52	\$75.71	\$0.00	\$0.00	\$0.00

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 31, 2018 to July 28, 2019**

**VENTURA COUNTY
LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 39.75	\$ 59.63	\$ 79.50	\$ 44.24	\$ 66.36	\$ 88.48	\$ 48.73	\$ 73.10	\$ 97.47
HEALTH & WELFARE	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.40	0.60	0.80	0.44	0.66	0.88	0.49	0.73	0.97
NAT. PENSION (3%)	1.19	1.79	2.39	1.33	1.99	2.65	1.46	2.19	2.92
UNION BURDEN	\$ 28.19	\$ 37.31	\$ 46.42	\$ 28.37	\$ 37.57	\$ 46.78	\$ 28.55	\$ 37.84	\$ 47.14
F.I.C.A. (7.65%)	\$ 3.04	\$ 4.56	\$ 6.08	\$ 3.38	\$ 5.08	\$ 6.77	\$ 3.73	\$ 5.59	\$ 7.46
F.U.I. (0.8%)	0.32	0.48	0.64	0.35	0.53	0.71	0.39	0.58	0.78
S.U.I. (6.2%)	2.46	3.70	4.93	2.74	4.11	5.49	3.02	4.53	6.04
TAX BURDEN	\$ 5.82	\$ 8.74	\$ 11.65	\$ 6.48	\$ 9.72	\$ 12.96	\$ 7.14	\$ 10.71	\$ 14.28
LIABILITY INSURANCE 11.899%	\$ 4.73	\$ 7.09	\$ 9.46	\$ 5.26	\$ 7.90	\$ 10.53	\$ 5.80	\$ 8.70	\$ 11.60
WORKMAN'S COMP	0.75	0.75	0.75	0.83	0.83	0.83	0.92	0.92	0.92
INSURANCE BURDEN	\$ 5.48	\$ 7.84	\$ 10.21	\$ 6.10	\$ 8.73	\$ 11.36	\$ 6.72	\$ 9.62	\$ 12.52
DIRECT COST PER HOUR	\$ 79.24	\$ 113.51	\$ 147.78	\$ 85.19	\$ 122.39	\$ 159.59	\$ 91.14	\$ 131.27	\$ 171.40
DIRECT COST PER DAY	\$ 633.94		\$ 68.53	\$ 681.53		\$ 74.40	\$ 729.12		\$ 80.26
DIRECT COST PER WEEK	\$ 3,169.72			\$ 3,407.66			\$ 3,645.61		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 4.439%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 1.886%

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of December 31, 2018 to July 28, 2019

VENTURA COUNTY
 LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%	
	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.
WAGES	\$ 15.90	\$ 23.85	\$ 17.89	\$ 26.83	\$ 19.88	\$ 29.81	\$ 23.85	\$ 35.78	\$ 27.83	\$ 41.74	\$ 33.79	\$ 50.68
HEALTH & WELFARE	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46	\$ 8.46
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.48	0.72	0.54	0.80	0.60	0.89	0.72	1.07	0.83	1.25	1.01	1.52
N.E.I.F. (1%)	<u>0.16</u>	<u>0.24</u>	<u>0.18</u>	<u>0.27</u>	<u>0.20</u>	<u>0.30</u>	<u>0.24</u>	<u>0.36</u>	<u>0.28</u>	<u>0.42</u>	<u>0.34</u>	<u>0.51</u>
UNION BURDEN	\$ 10.10	\$ 10.41	\$ 10.18	\$ 10.53	\$ 27.40	\$ 36.11	\$ 27.55	\$ 36.35	\$ 27.71	\$ 36.59	\$ 27.95	\$ 36.95
F.I.C.A. (7.65%)	\$ 1.22	\$ 1.82	\$ 1.37	\$ 2.05	\$ 1.52	\$ 2.28	\$ 1.82	\$ 2.74	\$ 2.13	\$ 3.19	\$ 2.58	\$ 3.88
F.U.I. (.8%)	0.13	0.19	0.14	0.21	0.16	0.24	0.19	0.29	0.22	0.33	0.27	0.41
S.U.I. (6.2%)	<u>0.99</u>	<u>1.48</u>	<u>1.11</u>	<u>1.66</u>	<u>1.23</u>	<u>1.85</u>	<u>1.48</u>	<u>2.22</u>	<u>1.73</u>	<u>2.59</u>	<u>2.09</u>	<u>3.14</u>
TAX BURDEN	\$ 2.33	\$ 3.49	\$ 2.62	\$ 3.93	\$ 2.91	\$ 4.37	\$ 3.49	\$ 5.24	\$ 4.08	\$ 6.11	\$ 4.95	\$ 7.42
LIABILITY INSURANC 11.9%	\$ 1.89	\$ 2.84	\$ 2.13	\$ 3.19	\$ 2.36	\$ 3.55	\$ 2.84	\$ 4.26	\$ 3.31	\$ 4.97	\$ 4.02	\$ 6.03
WORKMAN'S COMP	<u>0.71</u>	<u>0.71</u>	<u>0.79</u>	<u>0.79</u>	<u>0.88</u>	<u>0.88</u>	<u>1.06</u>	<u>1.06</u>	<u>1.24</u>	<u>1.24</u>	<u>0.64</u>	<u>0.64</u>
INSURANCE BURDEN	\$ 2.60	\$ 3.54	\$ 2.92	\$ 3.99	\$ 3.25	\$ 4.43	\$ 3.90	\$ 5.32	\$ 4.55	\$ 6.20	\$ 4.66	\$ 6.67
DIRECT COST PER HOUR	\$ 30.92	\$ 41.30	\$ 33.61	\$ 45.28	\$ 53.43	\$ 74.72	\$ 58.79	\$ 82.68	\$ 64.16	\$ 90.64	\$ 71.35	\$ 101.72
DIRECT COST PER DAY	\$ 247.38	\$ 330.41	\$ 268.85	\$ 362.26	\$ 427.43	\$ 597.78	\$ 470.36		\$ 513.28		\$ 570.77	
DIRECT COST PER WEEK	\$ 1,236.92	\$ 1,652.07	\$ 1,344.24	\$ 1,811.28	\$ 2,137.15	\$ 2,988.89	\$ 2,351.79		\$ 2,566.42		\$ 2,853.86	

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 4.439%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 1.886%



CHANGE ORDER REQUEST

COR No. 562 R0

Date: 2/13/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Drinking Fountain Tile

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add ceramic tile at drinking fountains.	Stoneware Tile Inc	687
Reason: Added per RFI 111. This is additional work not included in the original scope.		
Requested By: SVA Architects		
Ref: RFI 111		
		Subtotal:
		687
Contractual Costs		
Overhead 15%		103
		Subtotal:
		103
Total Change Order Request Amount:		790

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



STONEWARE TILE

18827 Napa St. Northridge, Ca. 91324

Signatory Local18-Tilesetters, Member CTI, Associated Tile Contractors

818-701-2993 Fax 2989 toll free 855-262-3509 fax 855-261-5580 cell 818-606-8228

C-54 655510 Expires 05/14 CA DGS SBE cert# 34479 Fed ID # 20-4319742

Email: stonewaretile@sbcglobal.net

Change Order Request #1

January 17, 2019

Project: Elm ES

Trade: Ceramic Tile

SCOPE OF WORK: Add wall tile to drinking fountain.

Tile & materials	\$ 96.00
Labor: 4 hrs Tile Foreman x \$74.09	\$ 296.36
4 hrs Tile Finisher x \$52.36	\$ 205.44

subtotal	\$ 597.80
15% Overhead/Profit	\$ 89.67

Total	\$ 687.47

Scope of work is limited to areas and items described above. Please call immediately if this differs from your understanding of the scope of this change order request or if you want certain items broken out.

Regards,

Frank Dupuis, estimator
Stoneware Tile

Stoneware Tile, Inc.
18827 Napa St.
Northridge, CA 91324

Project: Elm Elementary School

Project No.: _____

Contractor: Bernards

Contract No.: 1636.025

Subcontractor: Stoneware Tile, Inc.

Date: 6/1/18 - 5/31/19

HOURLY LABOR RATE WORKSHEET

(Reference Contract General Conditions, Article 6.01-c)

TRADE: Ceramic tile

CLASSIFICATION: Apprentice Tile Finisher 4th period

ITEM	% RATE	PREVAILING WAGE RATE			NOTES:
		REGULAR TIME	OVERTIME	DOUBLE TIME	
Base Labor Rate		\$ 26.14	\$ 39.21	\$ 52.28	
Night Premium for Night Hour Work		\$ 2.00	\$ 3.00	\$ 4.00	Per Local #4 Union CBA for work commencing after 3pm
Fringe Benefits:					
Health/Welfare		\$ 7.98	\$ 7.98	\$ 7.98	
Training/Certification		\$ 0.82	\$ 0.82	\$ 0.82	
Pension		\$ 2.15	\$ 2.15	\$ 2.15	
Vacation/Holiday		\$ -	\$ -	\$ -	
Other L/M, Compliance, CAF		\$ 0.05	\$ 0.05	\$ 0.05	
Fringe Benefit Subtotal		\$ 11.00	\$ 11.00	\$ 11.00	
Total Hourly Rate		\$ 39.14	\$ 53.21	\$ 67.28	
Burden:					
Taxes and Insurance					
FICA	6.20%	\$ 1.74	\$ 2.62	\$ 3.49	
Medicare	1.45%	\$ 0.41	\$ 0.61	\$ 0.82	
Federal Unemployment	0.60%	\$ 0.17	\$ 0.25	\$ 0.34	
California Unemployment	3.40%	\$ 0.96	\$ 1.44	\$ 1.91	
Other/ETT	0.10%	\$ 0.03	\$ 0.04	\$ 0.06	
Burden Subtotal:		\$ 3.31	\$ 4.96	\$ 6.61	
Insurance:					
General Liability Insurance	0.00%	\$ -	\$ -	\$ -	
Workers Compensation Insurance	11.42%	\$ 2.99	\$ 4.48	\$ 5.97	
TOTAL HOURLY RATE:		\$ 45.43	\$ 62.65	\$ 79.86	

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates Certified By: Jon Reese, President Company Name: Stoneware Tile, Inc.

Signature: _____



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 111

Project: Elm Elementary School Reconstruction Project

Date: 07-31-17
Discipline: Plumbing

Subject: Admin. and MPR Plumbing Sewer Rough-In

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Ref. A2-11.1 MPR Bldg. & A3-11.1 Admin Bldg.

Admin - The drinking fountain and staff lounge sink are mounted on shear walls. MPR - The drinking fountain is mounted on a shear wall

Please provide a furred space to rough-in the waste line to these fixtures which does not require penetrating the shear wall sill plate. The locations are on the attached plans

ANSWER

Response

See attached sketches for furred walls at MPR and Admin Building

Tom Bardwell-SVA Architects
8/11/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
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Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 111

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 07-31-17
Discipline: Plumbing

**Subject: Admin. and MPR Plumbing Sewer
Rough-In**

Response Requested By: 08-07-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Ref. A2-11.1 MPR Bldg. & A3-11.1 Admin Bldg.

Admin - The drinking fountain and staff lounge sink are mounted on shear walls. MPR - The drinking fountain is mounted on a shear wall

Please provide a furred space to rough-in the waste line to these fixtures which does not require penetrating the shear wall sill plate. The locations are on the attached plans.

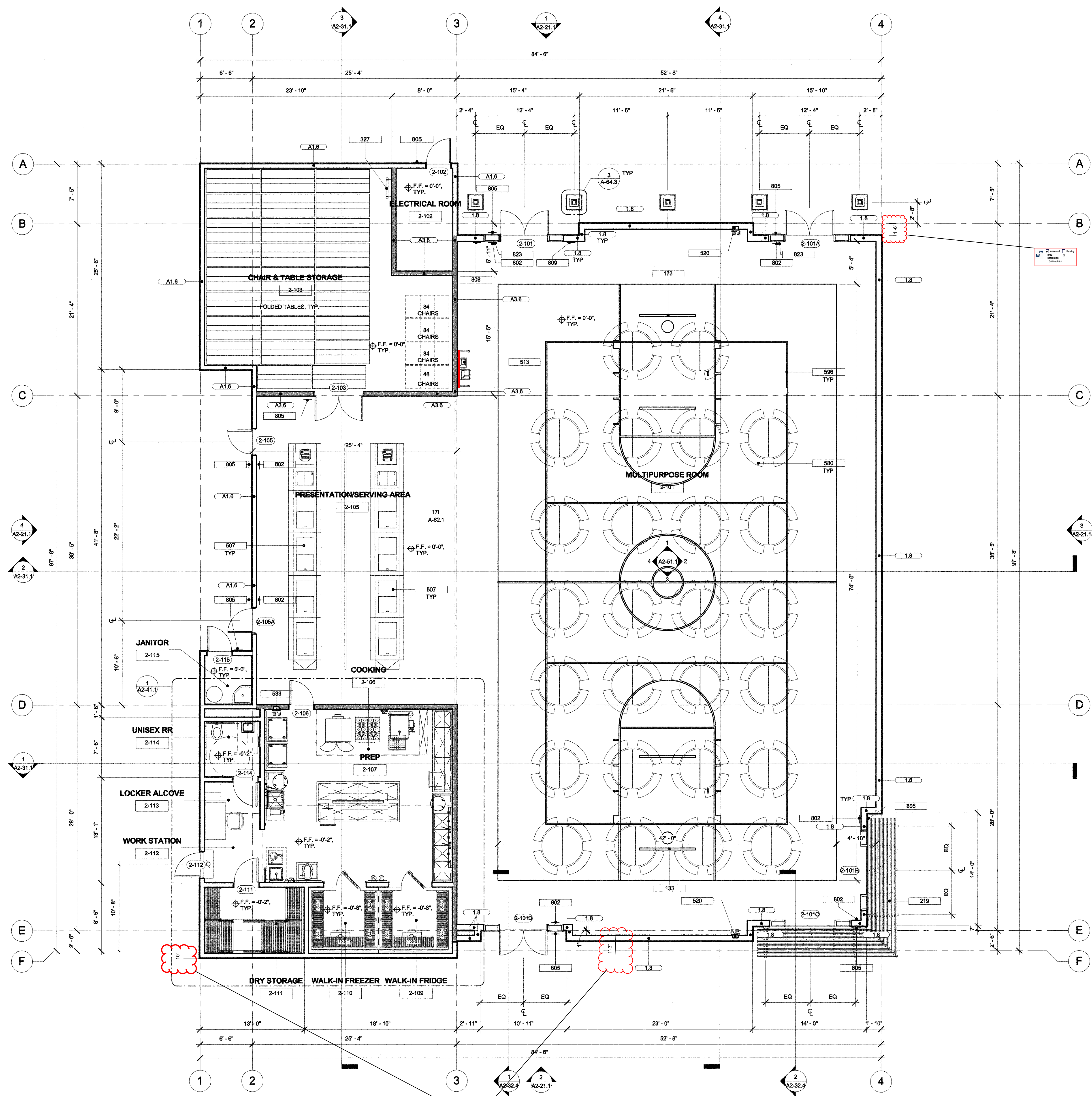
ANSWER

See attached sketches for furred walls at MPR and Admin Building

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>8/11/17</u>
	Name	Company	Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



?	DESCRIPTION
133	PORTABLE BASKETBALL SYSTEM, O.F.O.
219	SUN SHADE AT ENTRANCE OF MPR BUILDING PER DETAIL 2/A-64.5
327	ROOF LADDER PER DETAIL 2/A-64.4
507	KITCHEN EQUIPMENT PER FOOD SERVICE DRAWINGS
513	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN WITH BOTTLE FILLING STATION PER PLUMBING DRAWINGS AND K163-4
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (2A,120B-C) SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
533	FULLY-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (2A,10B-C) SEE DETAIL 1/A-64.4. MIN.30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
580	ROUND TABLES WITH BENCH SEATS, O.F.O.I.
596	BASKETBALL COURT STRIPING PER SHEET A-63.3
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
808	OCCUPANT LOAD SIGN, SEE DET. 14/GEN-3
809	ASSISTIVE LISTENING SIGN, SEE DET. 13/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407
 AC: [initials] FLS: [initials] SS: [initials]
 DATE: AUG 01 2018

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: APR. 08, 2016
PROJECT NO: 1340159-Bldg 2
SCALE: As indicated

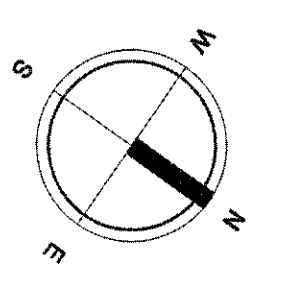
SHEET NUMBER: A2-11.1
SHEET TITLE:

MPR - BUILDING 2 - FLOOR PLAN

KEYNOTE LEGEND

- (1,2) WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS
- WOOD STUD WALL PER SHEET A-61.1 & A-61.2
- WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1
- 101 NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A2-52.1
- (X) NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A2-52.2
- F.E. PORTABLE FIRE EXTINGUISHER CABINET, SEE DETAIL 1/A-64.4

- FLOOR PLAN NOTES**
- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING. U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
 - REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
 - REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
 - WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
 - REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS
 - REFER TO A-64.3 FOR CABINETRY/CASEWORK
 - ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
 - REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
 - REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.

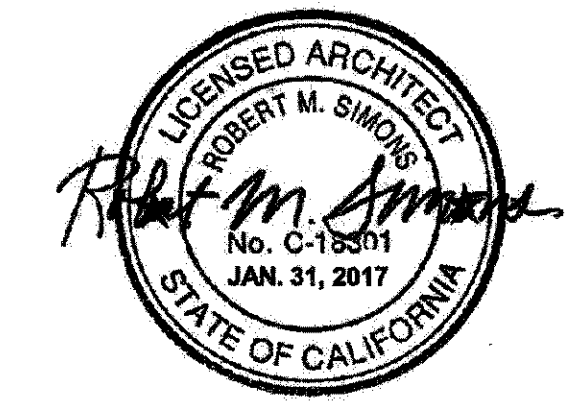


3 MACARTHUR PLACE, SUITE 855 SANTA ANA, CA 92707
 T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (20A:120B:C).SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
532	'HON' ADMINISTRATIVE CHAIR, O.F.O.I.
539	VENDING MACHINES, N.I.C.
542	REFRIGERATOR, N.I.C.
543	36" ROUND TABLE WITH 4 CHAIRS, O.F.O.I.
544	WORK STATION CUBICLE, O.F.O.I.
549	RECTANGULAR TABLE 36" x 60" WITH 4 CHAIRS, O.F.O.I.
582	STACKABLE CHAIRS, O.F.O.I.
585	PLASTIC LAMINATE COUNTERTOP, ANCHORAGE PER DETAIL 8/A-64.3
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
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A# 03-116407
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 DATE: AUG 01 2016

REVISIONS:

DESCRIPTION	DATE

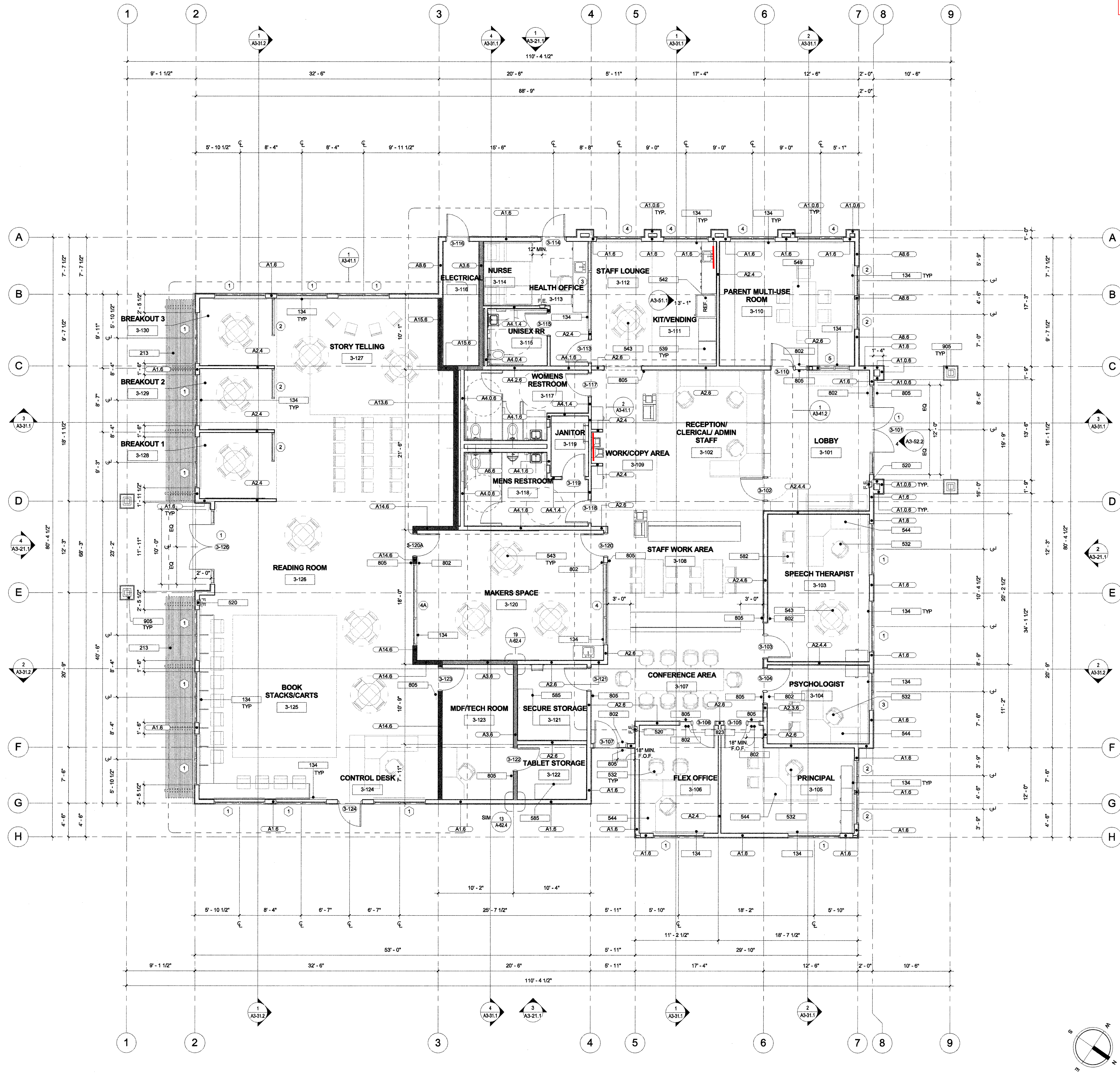
DATE ISSUED: 01/08/16
PROJECT NO: 1340159-Bldg 3
SCALE: As indicated

SHEET NUMBER: A3-11.1
SHEET TITLE:

ADMIN - BLDG. 3 - FLOOR PLAN



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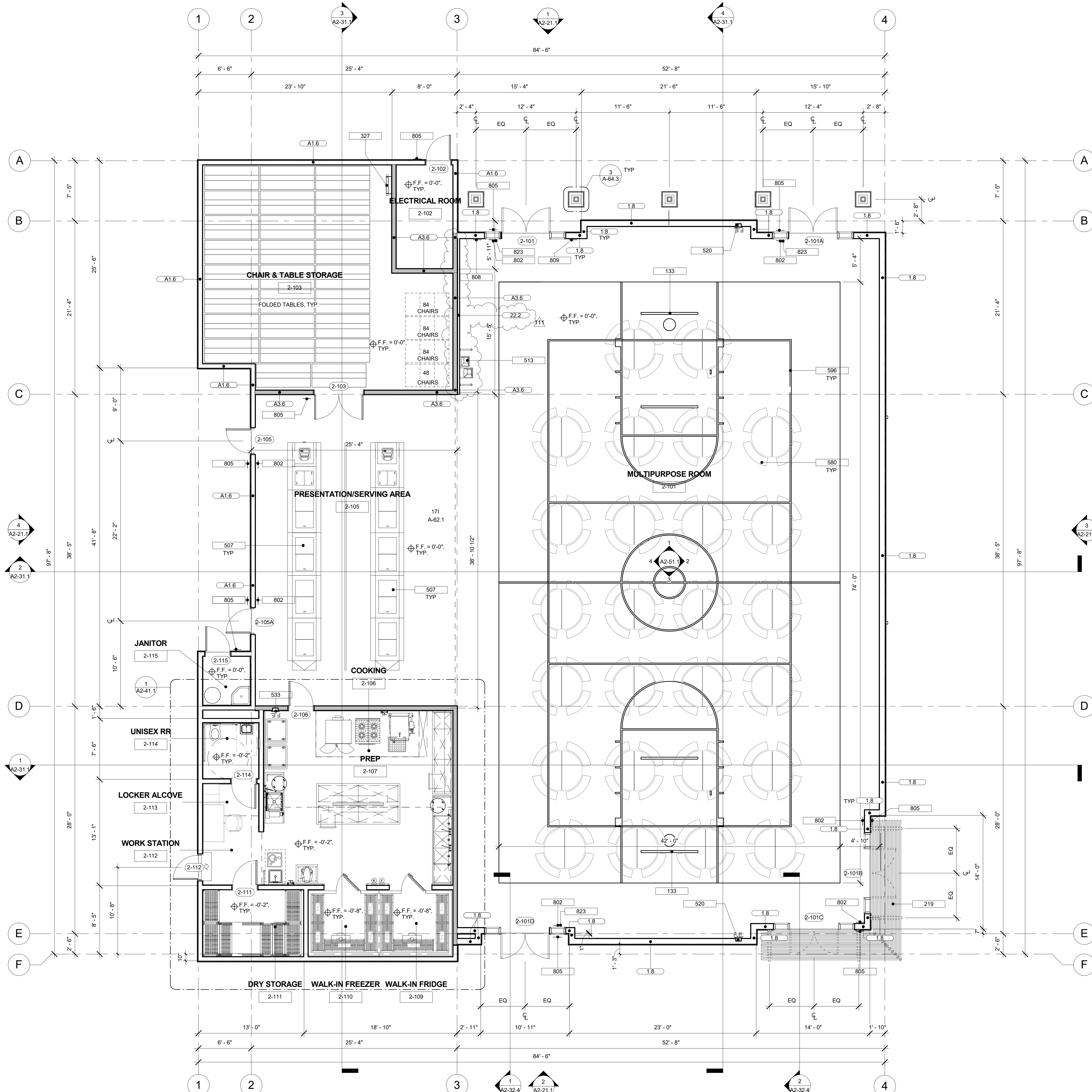


KEYNOTE LEGEND

- 1.4 WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS
- WOOD STUD WALL PER SHEET A-61.1 & A-61.2
- WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9/A-61.1
- WOOD STUD WALL - OCCUPANCY SEPARATION PER SHEET A61.1 & A-61.2
- 101 NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A3-82.1
- X NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-82.2
- 1 STOREFRONT WINDOW, REFER TO A3-82.2
- F.E. PORTABLE FIRE EXTINGUISHER CABINET. SEE DETAIL 1/A-64.4

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING. U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
2. REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
3. REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
4. WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
5. REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS.
6. REFER TO A-64.3 FOR CABINETRY/CASEWORK
7. ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
8. REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
9. REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.



?	DESCRIPTION
133	PORTABLE BASKETBALL SYSTEM, OFOI
219	SUN SHADE AT ENTRANCE OF MPR BUILDING PER DETAIL 2/A-64.5
327	ROOF LADDER PER DETAIL 2/A-64.4
507	KITCHEN EQUIPMENT PER FOOD SERVICE DRAWINGS
513	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN WITH BOTTLE FILLING STATION PER PLUMBING DRAWINGS AND 9/GEN-4
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580	ROUND TABLES WITH BENCH SEATS, O.F.O.I.
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805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
808	OCCUPANT LOAD SIGN, SEE DET. 14/GEN-3
809	ASSISTIVE LISTENING SIGN, SEE DET. 13/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC _____ FLS _____ SS _____
 DATE _____

REVISIONS:

NO.	DESCRIPTION	DATE
11	RFI 111	8/11/17

DATE ISSUED: APR. 08, 2016
PROJECT NO: 1340159-Bldg 2
SCALE: As indicated

SHEET NUMBER: A2-11.1
SHEET TITLE:

MPR - BUILDING 2 - FLOOR PLAN

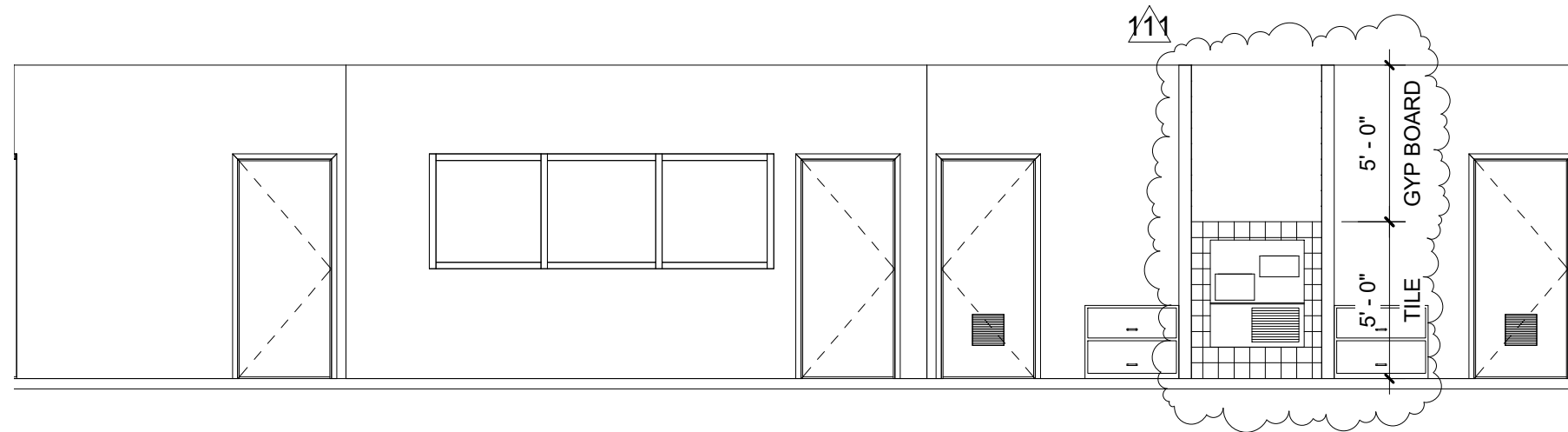


KEYNOTE LEGEND

- 1.4 WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS
- WOOD STUD WALL PER SHEET A-61.1 & A-61.2
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 - REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
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DESCRIPTION: INTERIOR ELEVATIONS
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
PROJECT NUMBER: 1340159-Bldg 3

DRAWING REFERENCE: A3-11.1
ISSUE REFERENCE: RFI 111

ASK #: SKA-1
DATE: 08/11/17
SCALE: 3/16" = 1'-0"
DRAWN BY: Author



CHANGE ORDER REQUEST

COR No. 585 R0

Date: 2/19/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 358R

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to finish drywall for added window at Health Office	Pacific Interiors Enterprise	564
Reason: Window at Health Office was added per California education requirements. This is additional work not included in original scope.		
Requested By: CFW/SVA Architects		
Ref: RFI 358R		
		Subtotal:
		564
Contractual Costs		
Overhead 15%		85
		Subtotal:
		85
Total Change Order Request Amount:		649

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CHANGE ORDER

CONTRACTOR
 ARCHITECT
 SUBCONTRACTOR
 FIELD
 OTHER

PROJECT: ELMESR-022 Elm Elementary School 450 E. Elm St Oxnard, CA 93033	CHANGE ORDER #:	57
	CHANGE ORDER DATE:	01/28/2019
	PROJECT #s:	Bernards
TO: Pacific Interiors Enterprises 2300 Knoll Dr Suite C Ventura, CA 93003 License No. 711333	DATE OF CONTRACT:	10/27/2017
	FOR:	Gypsum Board

The Contract is changed as follows:

RFI #358R - Bldg 3 drywall patching around partition window

The original Contract Sum was	\$780,580.00
The net change by previously authorized Change Orders is	\$231,821.00
The Contract Sum prior to this Change Order was	\$1,012,401.00
The Contract Sum will be increased by this Change Order in the amount of	\$564.00
The new Contract Sum including this Change Order will be	\$1,012,965.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

_____	Pacific Interiors Enterprises	_____	Bernards
ARCHITECT	SUBCONTRACTOR	_____	CONTRACTOR
_____	2300 Knoll Dr Suite C Ventura, CA 93003	_____	555 First St
ADDRESS	ADDRESS	_____	ADDRESS
_____	License No. 711333	_____	San Fernando, CA 91340
_____	_____	_____	_____
BY (Signature)	BY (Signature)	BY (Signature)	Accounting
_____	_____	_____	_____
(Typed Name)	(Typed Name)	(Typed Name)	(Typed Name)
DATE _____	DATE _____	DATE _____	_____

ADDITIONAL WORK AUTHORIZATION

RFI #
358R

PACIFIC INTERIORS ENTERPRISES
 2300 KNOLL DR. STE., C
 VENTURA, CA 93003
 (805) 654-7085 Fax (805) 654-7084

1078

CUSTOMER NAME BRUNNARDIS		PHONE	DATE 1-15-19
STREET		JOB NAME FLUR	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO		CITY OXNARD	STATE CA

DESCRIPTION **BOOK 3 NURSES HEALTH OFFICE**

**1/5 D/W PATCH AROUND PARTITION WINDOW (HOLE ABOVE GRID ALSO)
 HANA / 1ST COAT**

1/24 INSTALL TRIM AROUND WINDOW - 1ST + 2ND COAT

1/25 GLAZE + FINAL SAND

1/16/19 AR 1/24 AR 1/25 AR

*** COMPLETE ***

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
HANER	A. VANGANS		1							
FINISHER	R. SLOVIA		1		1	1				
U	A. GUERRERO				2					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FASTMASK TRIM	4 PCS		
SMOOTHSET	1 BAG		
TOPPING	1 BOX		

Verification of Time Only
 Subject to the Terms and Conditions
 of the Subcontract Agreement

By: _____
 Signature: *[Signature]*
 Print Name: _____
 Date: 1/25/19

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By _____ (CONTRACTOR SIGNS HERE) Date _____

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Finisher Project: Elm Elementary School
 Title: Journeyman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 09/30/18

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 38.58	\$ 38.58	\$ 38.58
2	Zone Pay		-	-	-
3	Premium Time		-	19.29	38.58
4	Vacation/Supplemental Dues		\$ 3.07	-	-
	Subtotal Wages		\$ 41.65	\$ 57.87	\$ 77.16
Union Contributions:					
5	Health & Welfare		\$ 8.45	\$ 8.45	\$ 8.45
6	Pension		\$ 6.38	\$ 6.38	\$ 6.38
7	Apprenticeship		\$ 0.67	\$ 0.67	\$ 0.67
8	Industrial Fund		\$ 0.67	\$ 0.67	\$ 0.67
9	Other		\$ -	\$ -	\$ -
	Subtotal Union Contributions		\$ 16.17	\$ 16.17	\$ 16.17
Taxes:					
10		Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.19	\$ 4.43	\$ 5.90
12	SUI	(A) 6.20%	\$ 2.58	\$ 3.59	\$ 4.78
13	FUI	(A) 0.80%	\$ 0.33	\$ 0.46	\$ 0.62
14	Workers Compensation Insurance	10.94%	\$ 4.55	\$ 6.33	\$ 8.44
15	General Liability Insurance	0.00%	\$ -	\$ -	\$ -
16		0.00%	\$ -	\$ -	\$ -
17	Subtotal Taxes:		\$ 10.66	\$ 14.81	\$ 19.74
18	Total Hourly Rate for Change Orders		\$ 68.48	\$ 88.85	\$ 113.07
19	Premium Portion of Overtime for Change Orders		-	\$ 19.29	\$ 44.60

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer Project: Elm Elementary School
 Title: Foreman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 06/30/19

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 45.41	\$ 45.41	\$ 45.41
2	Zone Pay			\$ -	\$ -
3	Premium Time			\$ 22.71	\$ 45.41
4	Vacation/Supplemental Dues		\$ 6.19		
	Subtotal Wages		\$ 51.60	\$ 68.12	\$ 90.82
Union Contributions:					
5	Health & Welfare		\$ 7.50	\$ 7.50	\$ 7.50
6	Pension		\$ 4.91	\$ 4.91	\$ 4.91
7	Apprenticeship		\$ 0.57	\$ 0.57	\$ 0.57
8	Industrial Fund		\$ 0.30	\$ 0.30	\$ 0.30
9	Other		\$ 0.47	\$ 0.47	\$ 0.47
	Subtotal Union Contributions		\$ 13.75	\$ 13.75	\$ 13.75
10	Taxes:	Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.95	\$ 5.21	\$ 6.95
12	SUI	(A) 6.20%	\$ 3.20	\$ 4.22	\$ 5.63
13	FUI	(A) 0.80%	\$ 0.41	\$ 0.54	\$ 0.73
14	Workers Compensation Insurance	10.94%	\$ 5.64	\$ 7.45	\$ 9.93
15	General Liability Insurance	0.00%	\$ -	\$ -	\$ -
16		0.00%	\$ -	\$ -	\$ -
17	Subtotal Taxes:		\$ 13.20	\$ 17.43	\$ 23.24
18	Total Hourly Rate for Change Orders		\$ 78.55	\$ 99.29	\$ 127.81
19	Premium Portion of Overtime for Change Orders			\$ 21.21	\$ 49.25

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer Project: Elm Elementary School
 Title: Journeyman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 06/30/19

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 42.41	\$ 42.41	\$ 42.41
2	Zone Pay			\$ -	\$ -
3	Premium Time			\$ 21.21	\$ 42.41
4	Vacation/Supplemental Dues		\$ 6.19		
	Subtotal Wages		\$ 48.60	\$ 63.62	\$ 84.82
Union Contributions:					
5	Health & Welfare		\$ 7.50	\$ 7.50	\$ 7.50
6	Pension		\$ 4.91	\$ 4.91	\$ 4.91
7	Apprenticeship		\$ 0.57	\$ 0.57	\$ 0.57
8	Industrial Fund		\$ 0.30	\$ 0.30	\$ 0.30
9	Other		\$ 0.47	\$ 0.47	\$ 0.47
	Subtotal Union Contributions		\$ 13.75	\$ 13.75	\$ 13.75
10	Taxes:	Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.72	\$ 4.87	\$ 6.49
12	SUI	(A) 6.20%	\$ 3.01	\$ 3.94	\$ 5.26
13	FUI	(A) 0.80%	\$ 0.39	\$ 0.51	\$ 0.68
14	Workers Compensation Insurance	10.94%	\$ 5.31	\$ 6.96	\$ 9.28
15	General Liability Insurance	0.00%	\$ -	\$ -	\$ -
16		0.00%	\$ -	\$ -	\$ -
17	Subtotal Taxes:		\$ 12.43	\$ 16.28	\$ 21.70
18	Total Hourly Rate for Change Orders		\$ 74.78	\$ 93.64	\$ 120.27
19	Premium Portion of Overtime for Change Orders			\$ 21.21	\$ 45.49

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 358R

Project: Elm Elementary School Reconstruction Project

Date: 11-19-18

Discipline: Architectural

Subject: Add window back in to Health Office

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-52.2		

QUESTION

Per the OAC Meeting on 11/6/18, please confirm we are to provide a window in room 3-113 Health Office, between casework and the door frame. Please provide a size and detail. See attached.

ANSWER

Confirmed to add w window in the nurses room. See attached sketch.

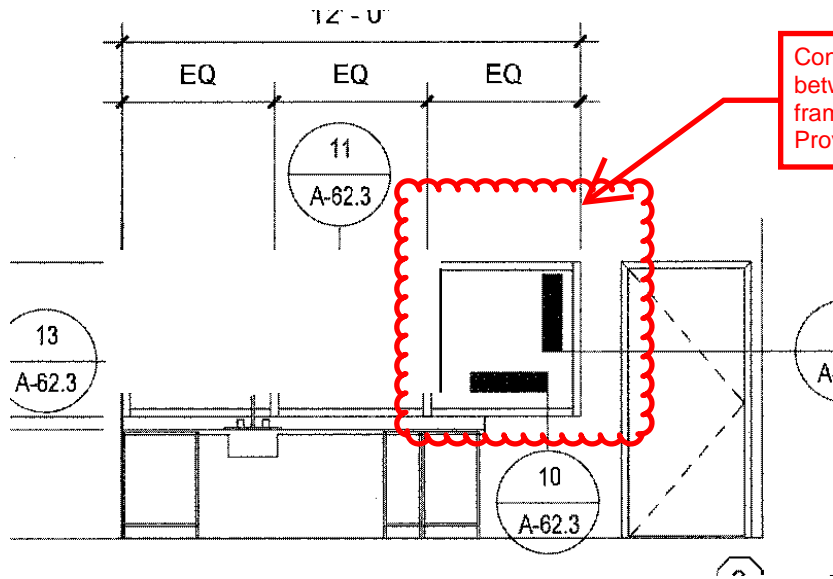
Tom Bardwell - SVA Architects
12/21/18

RESPONSE DISTRIBUTION

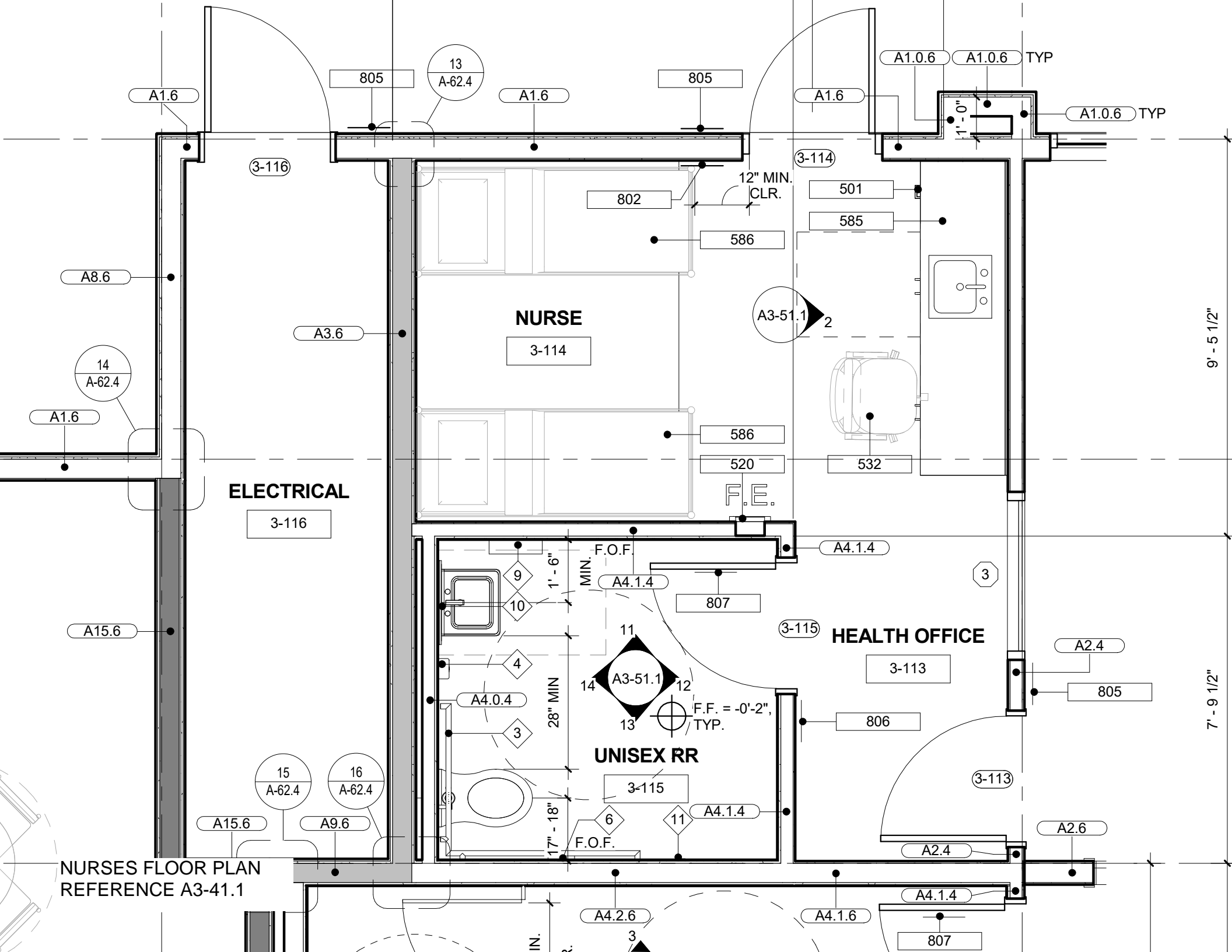
Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	12/21/2018
Santa Barbara Glass Co	Dan Hope	12/21/2018
Abdellatif Enterprises Inc	Hazem Abdella6f	12/21/2018
Vanguard Painting	Thomas Roerich	12/21/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

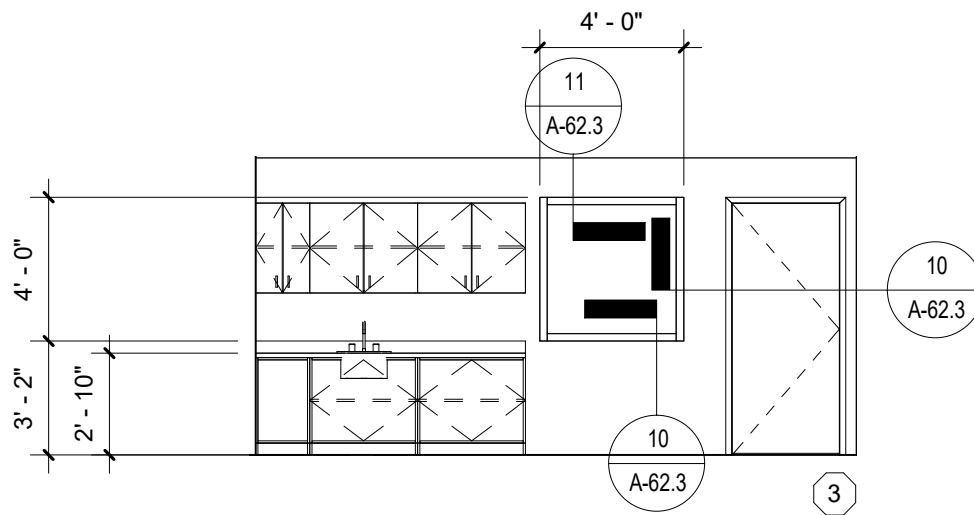
Question Initiated By: Gina Sierra - Bernards
Submitted By: Gina Sierra - Bernards



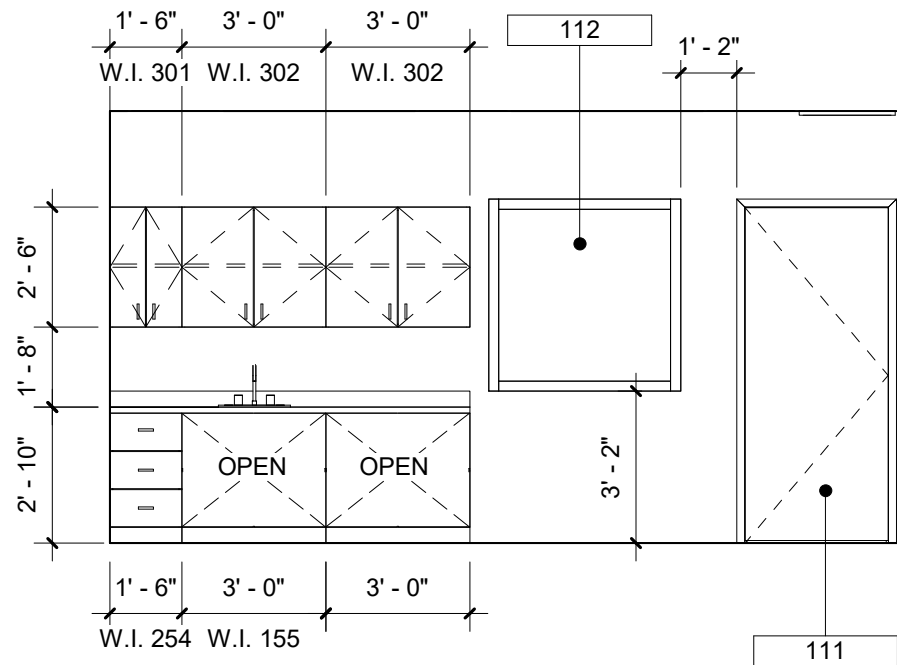
Confirm add window between casework and door frame in Health Office. Provide size & detail.



NURSES FLOOR PLAN
REFERENCE A3-41.1



STOREFRONT ELEVATION
 REFERENCE A3-52.2



NURSES INTERIOR ELEVATION
 REFERENCE A3-51.1



CHANGE ORDER REQUEST

COR No. 601 R0

Date: 2/19/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 28

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to make landscape and irrigation changes outlined in Bulletin 28.	Advanced Landscape 2000 Inc	1,146
Reason: Directed By: Landscape Architect This is additional work not included in original scope.		
Requested By: Landscape Architect		
Ref: Bulletin 28		
		Subtotal: 1,146
Contractual Costs		
Overhead 15%		172
		Subtotal: 172
Total Change Order Request Amount:		1,318

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Request for Change



Advanced Landscape 2000

5900 Canoga Ave. Suite 280
Woodland Hills, CA 91367

RFC Number: 3
Date: 07/18/2018

Regarding:

Bulletin 28:
Add 9 Stream Bubblers
Delete 2 Tree Root System
Delete 1 x 24" box tree
Add mulch and soil amendments
Add 9 x 5 gallon shrubs
Add 8 x 1 gallon shrubs

To:

Bernard Brothers Construction
555 FIRST STREET
SAN FERNANDO, CA 91340

Job Site:

Elm School
450 East Elm St.
Oxnard, CA 93033

Requested By:

Rona Ross

Phone:

(818) 591-2345

E-mail:

rona@advancedlandscape2000.com

Recipients:

Gina Sierra

Phone:

(818) 898-1521

E-mail:

GSierra@bernards.com

Requested Change:

	Change to Contract
Irrigation Material Changes, Add	\$ 62.00
Plant Material Changes, Add	\$ 176.00
Labor 12H	\$ 758.88
15% OHP	\$ 149.53

RFC Total

\$ 1146.41

Please respond by: 07/31/2018

Rona Ross
Advanced Landscape 2000

Gina Sierra
Bernard Brothers Construction

PERFORMING CONTRACTOR Advanced Landscape 2000, Inc. DATE 6/27/2018
 PROJECT Elm School CONTRACT #. _____
 PRIME CONTRACTOR Bernads CONTRACTOR JOB #. _____
 LOCAL UNION YES NO #. _____ PHONE () _____ P.S.A. YES NO
 CRAFT / TRADE Landscape CLASSIFICATION Laborers O.C.I.P. YES NO
 WORKERS COMP. CLASS CODE CA0042 DATE WAGE EXPIRES _____

	STRAIGHT TIME Daily	Equipment operator	OVERTIME Sunday/Holiday
(A) BASIC HOURLY RATE	\$31.38	\$33.06	
FRINGES (EMPLOYER PAYMENTS)			
Health & Welfare _____ /Hr	\$7.06	\$11.20	
Pension _____ /Hr	\$7.53	\$9.65	
Vacation / Holiday _____ /Hr	\$4.59	\$2.95	
Training _____ /Hr	\$0.69	\$0.80	
Other Payments _____ /Hr	\$0.54	\$0.15	
Other (specify): _____ /Hr			
(B) Total Fringes	\$20.41	\$24.75	
(C) TOTAL PREVAILING WAGE (A+B)	\$51.79	\$57.81	
(D) PAYROLL TAXES & WORKERS' COMPENSATION			
F.I.C.A. _____ 6.2 %			
Medicare _____ 1.45 %			
F.U.T.A. _____ 0.6 %			
S.U.T.A. _____ 6.2 %			
E.T.T. _____ 0 %			
Sub Total _____ 14.450 %			
Round up to _____ 14.500 %			
Adder			
Workers' Comp. * _____ 22 %			
GL INS _____ %			
(E) Total _____ 36.50 x (A)	\$11.45	\$12.07	
TOTAL - HOURLY LABOR RATE (C+E)	\$63.24	\$69.88	



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 28 Narrative**

Revision:

07/16/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Architectural and Landscape Sheets

1. SKA-1 – Site Plan
 - a. Added planter around lift station
2. L-101 – Irrigation Plan
 - a. Add (9) stream bubblers to accommodate revised planting
 - b. Delete (2) Tree Root Watering Systems
3. L-201 – Planting Plan
 - a. Delete (1) 24" Box – Ulmus p. 'Drake'
 - b. Add (1) 5 gallon – Agave attenuate
 - c. Add (8) 5 gallon Rosa 'SeaFoam'
 - d. Add (8) 1 gallon – Carissa 'Green Carpet'

Drawings

SKA-1 – Site Plan

L-101 – Irrigation Plan

L-201 – Planting Plan

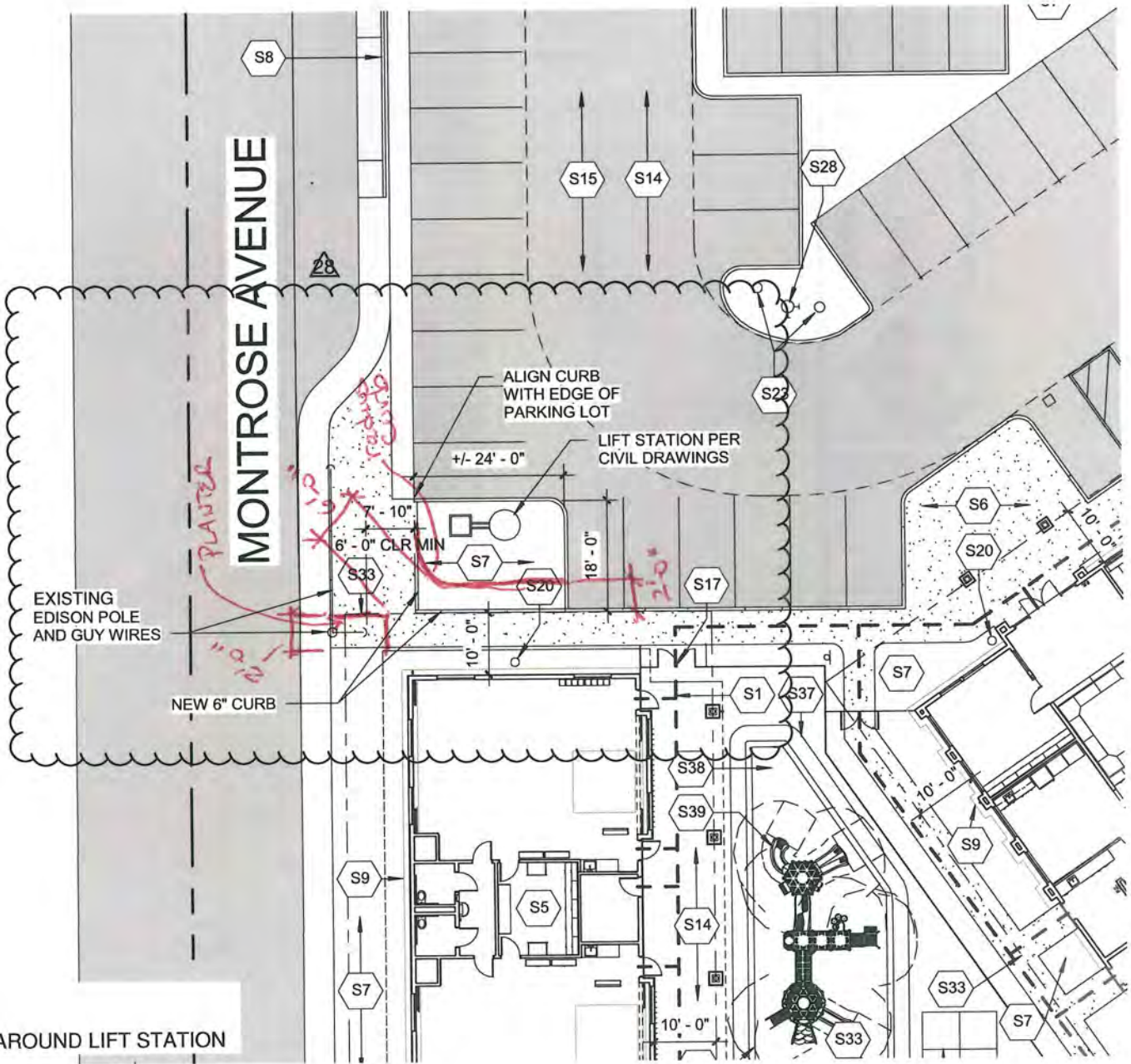
Distribution:

District

Contractor

IOR

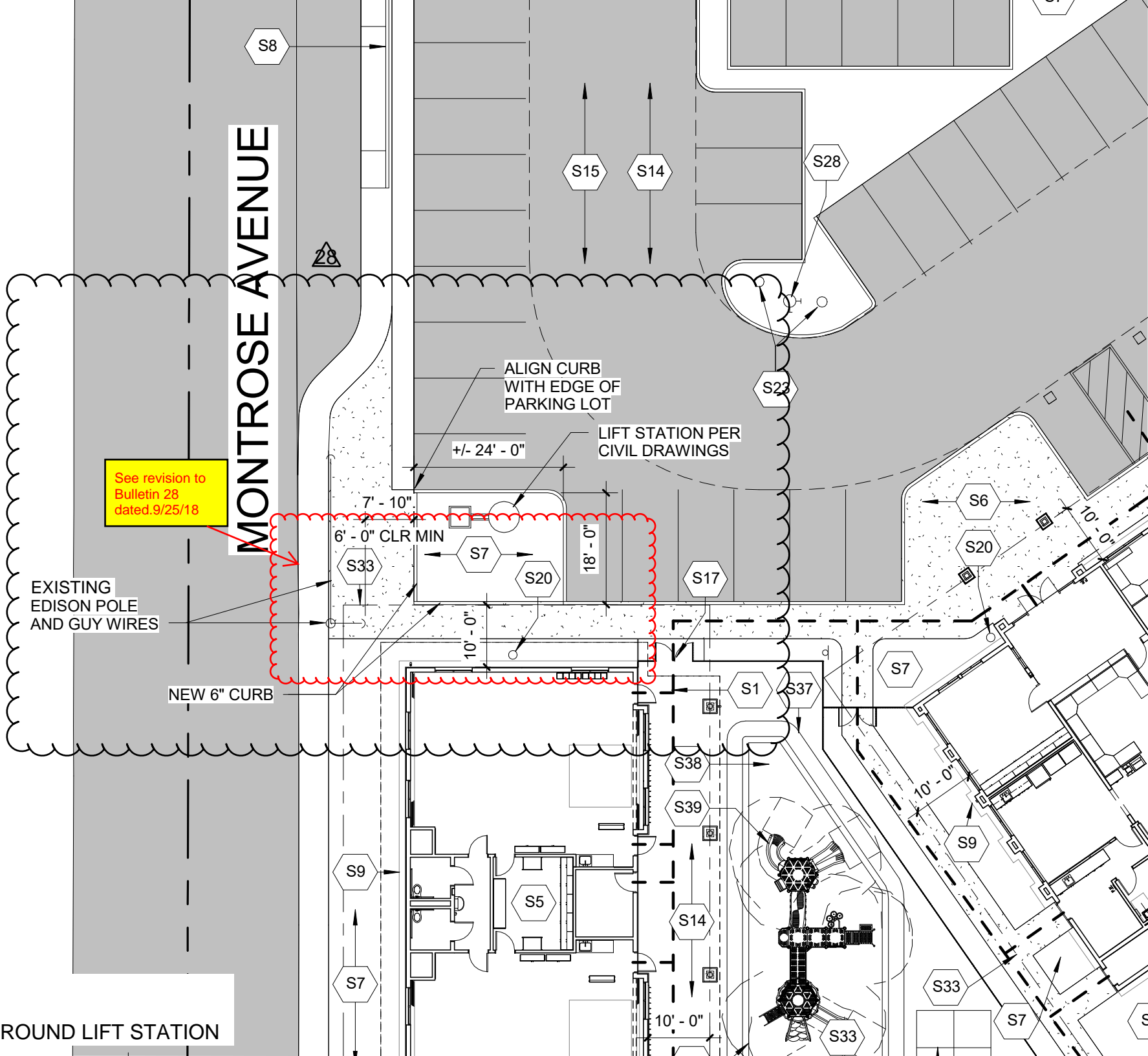
Revisions & Bulletin #28



BULLETIN #28
KA-1
ADDED PLANTER AROUND LIFT STATION

MONTROSE AVENUE

See revision to
Bulletin 28
dated.9/25/18



BULLETIN #28
SKA-1
ADDED PLANTER AROUND LIFT STATION



CHANGE ORDER REQUEST

COR No. 605 R0

Date: 2/19/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 36

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to make landscape changes called for in Bulletin 36. Reason: Called for in Bulletin 36. This is additional work not included in the original scope. Requested By: Landscape Architect Ref: Bulletin 36	Advanced Landscape 2000 Inc	1,002
		Subtotal: 1,002
Contractual Costs		
Overhead 15%		150
		Subtotal: 150
Total Change Order Request Amount:		1,152

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Request for Change



Advanced Landscape 2000

5900 Canoga Ave. Suite 280
Woodland Hills, CA 91367

RFC Number: 11
Date: 12/14/2018

Regarding:

Bulletin 36:

Add 11 x 5 Gallon Rose
Add 7 x sprinklers

To:

Bernard Brothers Construction
555 FIRST STREET
SAN FERNANDO, CA 91340

Job Site:

Elm School
450 East Elm St.
Oxnard, CA 93033

Requested By:	Phone:	E-mail:
Rona Ross	(818) 591-2345	rona@advancedlandscape2000.com

Recipients:	Phone:	E-mail:
Gina Sierra	(818) 898-1521	GSierra@bernards.com

Requested Change:	Change to Contract
Material	\$ 365.58
Labor - 8H	\$ 505.92
15%	\$ 130.72

RFC Total	\$ 1002.22
------------------	-------------------

Please respond by: 12/28/2018

Rona Ross
Advanced Landscape 2000

Gina Sierra
Bernard Brothers Construction

Request for Change



Advanced Landscape 2000

5900 Canoga Ave. Suite 280
Woodland Hills, CA 91367

RFC Number: 12
Date: 12/14/2018

Regarding:

Bulletin 37:

Add 2 root water system
Delete 8 sprinklers
Delete 200LF Dripline
Total (\$98.84)
Labor - Credit 8H

Delete 1 x 24" box tree
Delete 15 x 1 Gallon shrubs
Delete 200 sq ft sod
Add 29 x 5 gallon shrubs
Total \$95.00
Labor - Wash

Note: Additional irrigation sleeve needed will be done on T&M

To:
Bernard Brothers Construction
555 FIRST STREET
SAN FERNANDO, CA 91340

Job Site:
Elm School
450 East Elm St.
Oxnard, CA 93033

Requested By:	Phone:	E-mail:
Rona Ross	(818) 591-2345	rona@advancedlandscape2000.com

Recipients:	Phone:	E-mail:
Gina Sierra	(818) 898-1521	GSierra@bernards.com

Requested Change:	Change to Contract
Labor -8H	\$ -505.92

RFC Total	\$ -505.92
------------------	-------------------

Please respond by: 12/28/2018

Rona Ross
Advanced Landscape 2000

Gina Sierra
Bernard Brothers Construction

PERFORMING CONTRACTOR Advanced Landscape 2000, Inc. DATE 6/27/2018
 PROJECT Elm School CONTRACT #. _____
 PRIME CONTRACTOR Bernads CONTRACTOR JOB #. _____
 LOCAL UNION YES NO #. _____ PHONE () _____ P.S.A. YES NO
 CRAFT / TRADE Landscape CLASSIFICATION Laborers O.C.I.P. YES NO
 WORKERS COMP. CLASS CODE CA0042 DATE WAGE EXPIRES _____

	STRAIGHT TIME Daily	Equipment operator	OVERTIME Sunday/Holiday
(A) BASIC HOURLY RATE	\$31.38	\$33.06	
FRINGES (EMPLOYER PAYMENTS)			
Health & Welfare _____ /Hr	\$7.06	\$11.20	
Pension _____ /Hr	\$7.53	\$9.65	
Vacation / Holiday _____ /Hr	\$4.59	\$2.95	
Training _____ /Hr	\$0.69	\$0.80	
Other Payments _____ /Hr	\$0.54	\$0.15	
Other (specify): _____ /Hr			
(B) Total Fringes	\$20.41	\$24.75	
(C) TOTAL PREVAILING WAGE (A+B)	\$51.79	\$57.81	
(D) PAYROLL TAXES & WORKERS' COMPENSATION			
F.I.C.A. _____ 6.2 %			
Medicare _____ 1.45 %			
F.U.T.A. _____ 0.6 %			
S.U.T.A. _____ 6.2 %			
E.T.T. _____ 0 %			
Sub Total _____ 14.450 %			
Round up to _____ 14.500 %			
Adder			
Workers' Comp. * _____ 22 %			
GL INS _____ %			
(E) Total _____ 36.50 x (A)	\$11.45	\$12.07	
TOTAL - HOURLY LABOR RATE (C+E)	\$63.24	\$69.88	



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www.sva-architects.com

**Elm Street Elementary School
Bulletin # 36 Narrative**

Revision:

11/13/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Civil and Landscape Sheets

1. C-06 – Precise Grading Plan
 - a. Revisions to one concrete walk grades and removal of one concrete walk along north side of Classroom Building due to grade differential between public walk and concrete walk.
2. L-101 – Irrigation Plan
 - a. Irrigation revised to accommodate the removal of a sidewalk and addition of plants.
3. L-201 – Planting Plan
 - a. Added (12) 5 gal – Rosa ‘Sea Foam’ per plan.

Drawings

C-06 – Precise Grading Plan

L-101 – Irrigation Plan

L-201 – Planting Plan

Distribution:

District

Contractor

IOR

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC FLS SS
 DATE

REVISIONS:

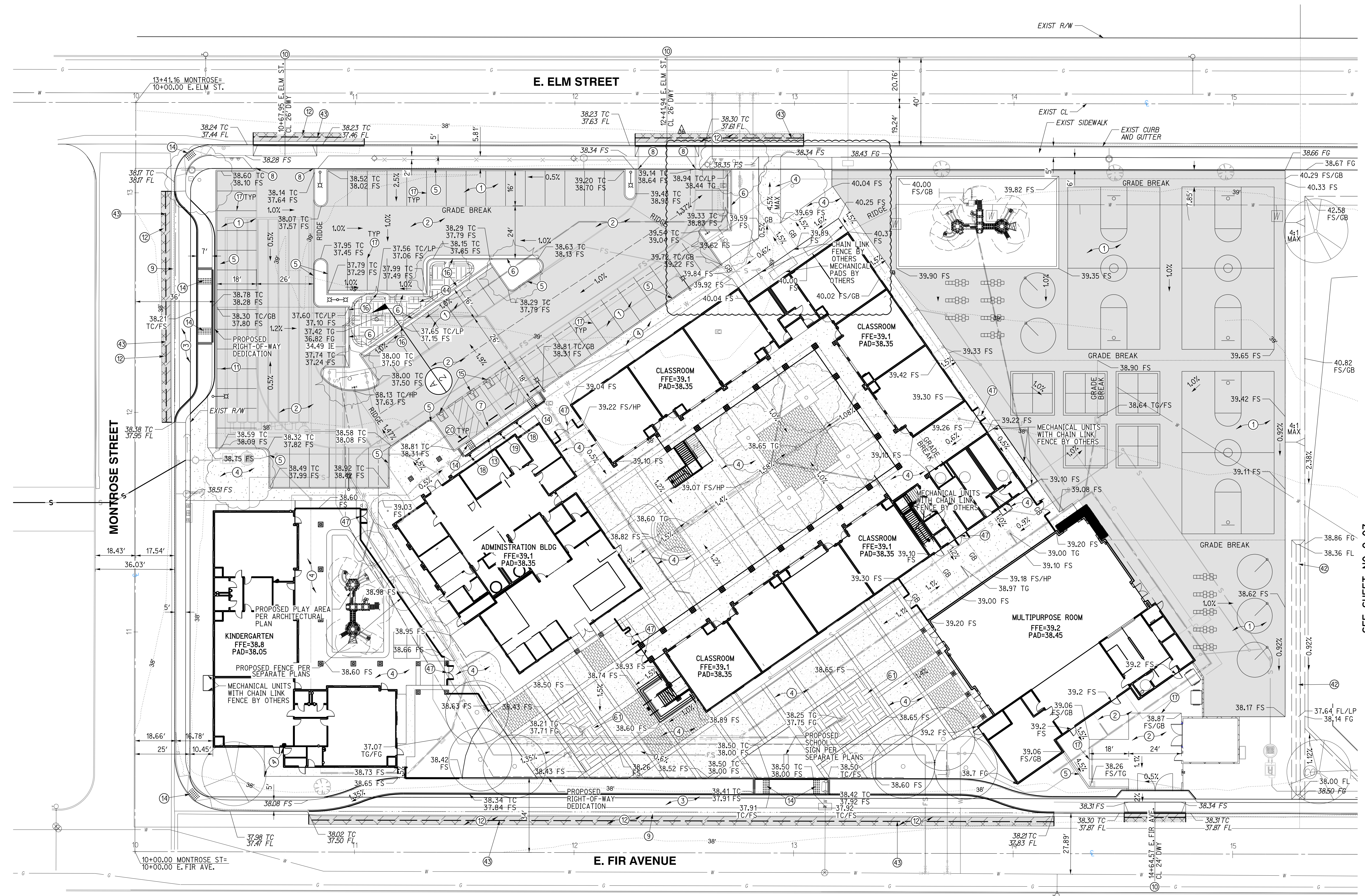
DESCRIPTION	DATE
▲ BULLETIN 3	5-12-2017
▲ BULLETIN 3.1	7-6-2017
▲ BULLETIN 22	2-5-2018
▲ BULLETIN 3R	3-5-2018
▲ BULLETIN 32	9-5-2018
▲ BULLETIN 36	11-9-2018

DATE ISSUED: MAY 12, 2017
 PROJECT NO: 1340159
 SCALE: 1"=20'
 SHEET NUMBER: **C-06**

SHEET TITLE:
PRECISE GRADING

RICK
 ENGINEERING COMPANY
 1770 IOWA AVENUE
 SUITE 100
 RIVERSIDE, CA 92507
 951.782.0707
 (FAX) 951.782.0723
 San Diego - Orange - San Luis Obispo
 Sacramento - Bakersfield - Tucson - Phoenix
 rick@rickeng.com

SVA
ARCHITECTS
 3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.809.3380 WWW.SVA-ARCHITECTS.COM



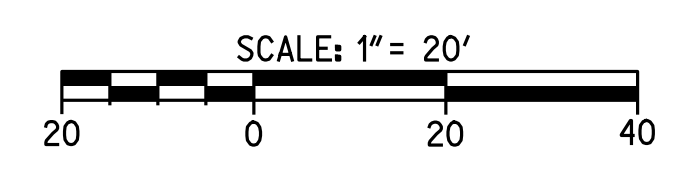
GRADING CONSTRUCTION NOTES AND QUANTITY ESTIMATES

*SELECT SUBBASE COULD BE COMPOSED OF EXISTING PAVEMENT MATERIAL IF PROPERLY GROUND UP.

① PLACE 0.25" A.C. OVER 5" CLASS II A.B. OVER 3.5" SELECT SUBBASE	33,000 SF	⑫ GRIND AND OVERLAY EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	1,070 SF
② PLACE 0.25" A.C. OVER 5" CLASS II A.B. OVER 4" SELECT SUBBASE	15,340 SF	⑬ CONSTRUCT ACCESSIBLE CURB RAMP PER DETAIL 6 ON SHEET C-02	525 SF
③ PLACE 0.25" A.C. OVER 5" CLASS II A.B. OVER 8" SELECT SUBBASE	4,520 SF	⑭ INSTALL TRUNCATED DOMES PER DETAIL 6 ON SHEET C-02	250 SF
④ CONSTRUCT 4" PCC SIDEWALK WITH NO. 3 REBAR AT 18" OC UNDERLINED BY 4" LAYER OF SAND, CONSTRUCT THICKENED EDGE WHEN ADJACENT TO LANDSCAPE AREAS PER DETAIL 8 ON SHEET C-02	37,600 SF	⑮ APPLY ACCESSIBLE PARKING STRIPING PER DETAIL 3 ON SHEET C-02	90 LF
⑤ CONSTRUCT 6" CURB (TYPE A1-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	900 LF	⑯ CONSTRUCT 1" CURB CUT WITH GRAVEL PAD PER DETAIL 14 ON SHEET C-02	4 EA
⑥ CONSTRUCT 6" CURB AND GUTTER (TYPE A2-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	240 LF	⑰ APPLY 4" WHITE PARKING STRIPING PER CA-MUTCD AND DETAIL 4 ON SHEET C-02	960 LF
⑦ CONSTRUCT 0" CURB PER DETAIL 12 ON SHEET C-02	31 LF	⑱ INSTALL ACCESSIBLE PARKING SIGNAGE PER DETAIL 1 ON SHEET C-02	2 EA
⑧ CONSTRUCT CURB END PER DETAIL 7 ON SHEET C-02	4 EA	⑲ INSTALL VAN ACCESSIBLE PARKING SIGNAGE PER DETAIL 2 ON SHEET C-02	1 EA
⑨ CONSTRUCT 4" RIBBON GUTTER PER CITY OF OXNARD STD DWG PLATE 117 ON SHEET C-03	400 LF	⑳ INSTALL WHEELSTOP PER DETAIL 7 ON SHEET GEN-5	4 EA
⑩ CONSTRUCT DRIVEWAY PER CITY OF OXNARD STD DWG PLATE 115 ON SHEET C-03	3 EA	㉑ CONSTRUCT VEGETATED SWALE PER DETAIL 15 ON SHEET C-02	200 LF
⑪ CONSTRUCT CONCRETE BLOCK RETAINING WALL PER CITY OF OXNARD STD DWG PLATE 600 ON SHEET C-04	60 LF	㉒ SAWCUT EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	575 LF
		㉓ CONSTRUCT BIOFILTRATION AREA PER DETAIL 11 ON SHEET C-02	580 SF
		㉔ INSTALL GATE PER ARCHITECTURAL PLAN	7 EA
		㉕ CONSTRUCT BIOFILTRATION AREA PER DETAIL 16 ON SHEET C-02	1,360 SF

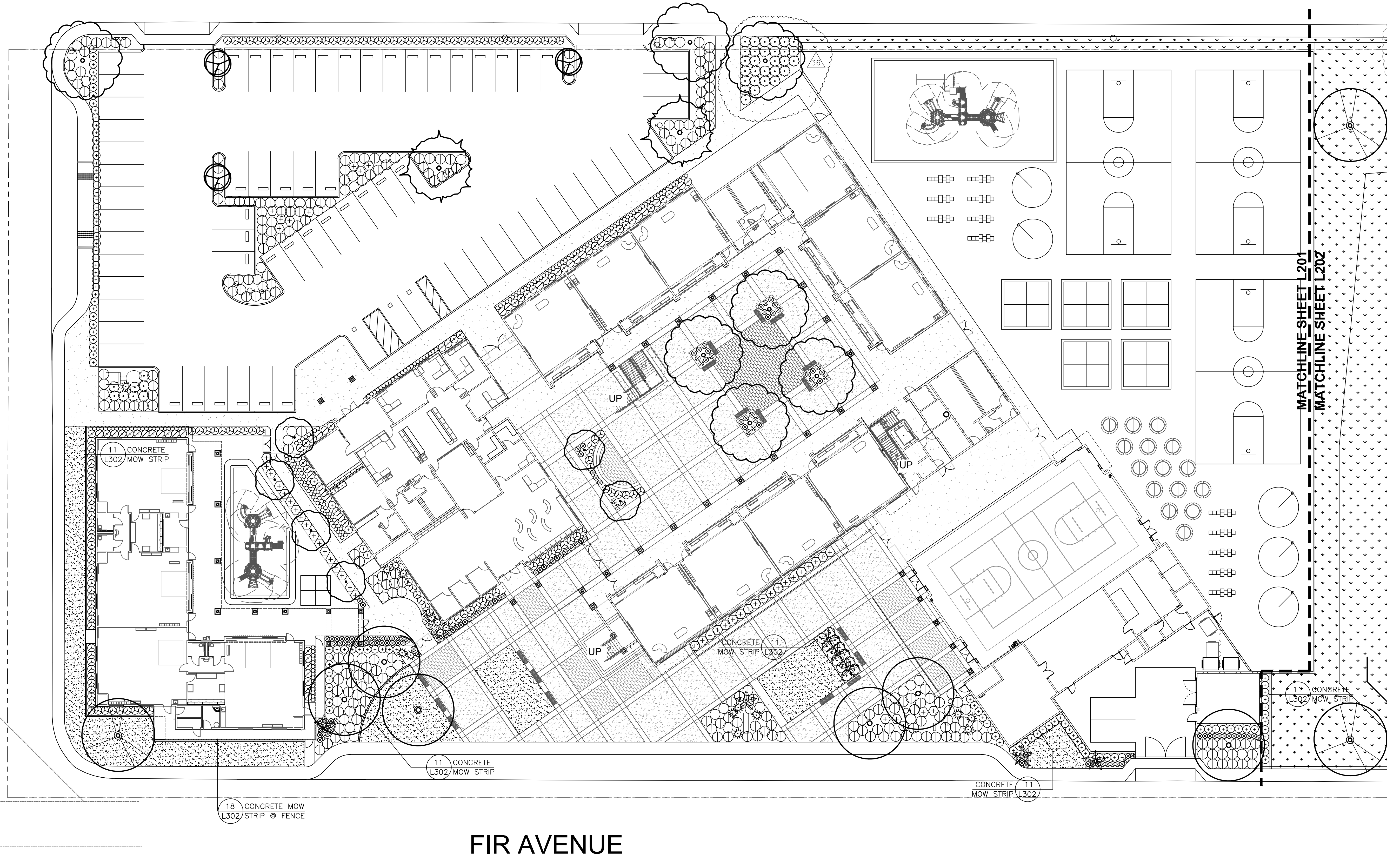


CAUTION:
 EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.



ELM STREET

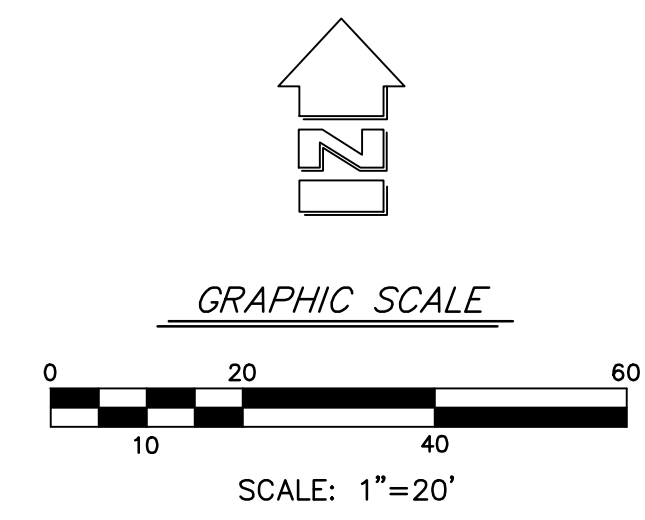
MONTROSE AVENUE



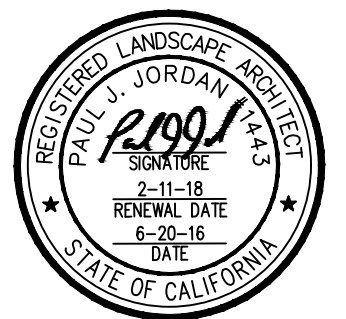
FIR AVENUE

PLANTING LEGEND

SYMBOL	QTY.	SIZE	BOTANICAL NAME/ COMMON NAME	HEIGHT/ SPREAD	DETAIL REF.	SYMBOL	QTY.	SIZE	BOTANICAL NAME/ COMMON NAME	DETAIL REF.
	6	24" BOX	PLATANUS ACERIFOLIA LONDON PLANE TREE	6-7'/ 4-5'	12/L302 13/L302		49	5 GAL	ROSA 'SEA FOAM' LANDSCAPE ROSE	12/L302
	7	24" BOX	SCHINUS TEREBINTHIFOLIUS BRAZILIAN PEPPER	6-7'/ 4-5'	12/L302 13/L302		17	5 GAL	AGAVE ATTENUATA FOX TAIL AGAVE	12/L302
	8	24" BOX	ULMUS PARVIFOLIA 'DRAKE' CHINESE EVERGREEN ELM	9-11'/ 4-5'	7/L302 12/L302 13/L302		115	5 GAL	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF 'YEDDO	12/L302
	2	24" BOX	METROSIDEROS EXCELSUS NEW ZEALAND CHRISTMAS TREE	9-10'/ 4-5'	7/L302 12/L302 13/L302		274	1 GAL	CARISSA 'GREEN CARPET' NATAL PLUM	12/L302
	6	24" BOX	CERCIS OCCIDENTALIS WESTERN REDBUD	9-11'/ 4-5'	7/L302 12/L302 13/L302		49	5 GAL	LEYMUS C. 'CANYON PRINCE' LYME GRASS	12/L302
	7	6" B.T.	TRACHYCARPUS FORTUNEI WINDMILL PALM	6-7'/ 2-3'	7/L302 10/L302		134	5 GAL	RHAPHIOLEPIS INDICA 'CLARA' INDIA HAWTHORN	12/L302
	3	24" BOX STANDARD	RHAPHIOLEPIS 'MAJESTIC BEAUTY' INDIAN HAWTHORN	5-6'/ 2-3'	7/L302 12/L302 13/L302		155	5 GAL	DIANELLA R. 'LITTLE REV' LITTLE REV FLAX LILY	12/L302
							189	1 GAL	NANDINA 'HARBOR DWARF' DWARF HEAVENLY BAMBOO	12/L302
							70	5 GAL	CYRTOMIUM FALCATUM HOLLY FERN	12/L302
									HYDROSEED SEE SPECS.	STOVER SEEDS 'SPORTSFIELD MIX'
									SOD SEE SPECS.	SOUTHLAND SOD MARATHON II



OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# _____
 AC _____ FLS _____ SS _____
 DATE _____

REVISIONS:

DESCRIPTION	DATE
▲ DELTA 31	8/29/18
▲ DELTA 34	10/5/18
▲ DELTA 36	11/12/18
▲	
▲	
▲	
▲	
▲	
▲	
▲	
▲	

DATE ISSUED: JUNE 20, 2016
 PROJECT NO: 14.05
 SCALE: 1:20

SHEET NUMBER: L201
 SHEET TITLE:

PLANTING PLAN



JORDAN, GILBERT & BAIN
 LANDSCAPE ARCHITECTS, INC.
 459 NORTH VENTURA AVE., VENTURA CA 93001
 (805) 642-3641 FAX (805) 653-7874

3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.809.3380 WWW.SVA-ARCHITECTS.COM

Jordan, Gilbert & Bain Landscape Architects, Inc. © 2016

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CHANGE ORDER REQUEST

COR No. 606 R0

Date: 2/19/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 37

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add sleeves per Bulletin 37.	Advanced Landscape 2000 Inc	922
Reason: Flatwork was changed, necessitating additional sleeves. This is additional work not included in original scope.		
Requested By: SVA Architects		
Ref: Bulletin 37		
		Subtotal:
		922
Contractual Costs		
Overhead 15%		138
		Subtotal:
		138
Total Change Order Request Amount:		1,060

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Request for Change

Advanced Landscape 2000

5900 Canoga Ave. Suite 280
Woodland Hills, CA 91367

RFC Number: 13
Date: 12/19/2018

Regarding:

T&M for extending sleeves per bulletin 37 changes.

To:
Bernard Brothers Construction
555 FIRST STREET
SAN FERNANDO, CA 91340

Job Site:
Elm School
450 East Elm St.
Oxnard, CA 93033

Requested By:	Phone:	E-mail:
Rona Ross	(818) 591-2345	rona@advancedlandscape2000.com

Recipients:	Phone:	E-mail:
Gina Sierra	(818) 898-1521	GSierra@bernards.com

Requested Change:	Change to Contract
Labor -8H	\$ 505.92
Material	\$ 176.00
Equipment	\$ 120.00
15%	\$ 120.28

RFC Total	\$ 922.20
------------------	------------------

Please respond by: 12/28/2018

Rona Ross
Advanced Landscape 2000

Gina Sierra
Bernard Brothers Construction



EXTRA WORK ORDER

Date: 12-14-2018

Project Name: Bernards - oxnard - school

I, the undersigned, am authorized to sign on behalf of my company, hereby instruct, Advanced Landscape 2000 to perform the following Extra Work (Not included in their sub contract agreement):

I understand the following:

By signing this form, I agree that my company will pay for the work/ material described above.

Extra work ordered by my company is not a part of the subcontract and therefore will not be included in the projects monthly progress billing but will be billed separately and will require payment at the end of the month in which the extra work was performed.

Signature: _____ Date: _____

Name: _____ Company: _____

PERFORMING CONTRACTOR Advanced Landscape 2000, Inc. DATE 6/27/2018
 PROJECT Elm School CONTRACT #. _____
 PRIME CONTRACTOR Bernads CONTRACTOR JOB #. _____
 LOCAL UNION YES NO #. _____ PHONE () _____ P.S.A. YES NO
 CRAFT / TRADE Landscape CLASSIFICATION Laborers O.C.I.P. YES NO
 WORKERS COMP. CLASS CODE CA0042 DATE WAGE EXPIRES _____

	STRAIGHT TIME Daily	Equipment operator	OVERTIME Sunday/Holiday
(A) BASIC HOURLY RATE	\$31.38	\$33.06	
FRINGES (EMPLOYER PAYMENTS)			
Health & Welfare _____ /Hr	\$7.06	\$11.20	
Pension _____ /Hr	\$7.53	\$9.65	
Vacation / Holiday _____ /Hr	\$4.59	\$2.95	
Training _____ /Hr	\$0.69	\$0.80	
Other Payments _____ /Hr	\$0.54	\$0.15	
Other (specify): _____ /Hr			
(B) Total Fringes	\$20.41	\$24.75	
(C) TOTAL PREVAILING WAGE (A+B)	\$51.79	\$57.81	
(D) PAYROLL TAXES & WORKERS' COMPENSATION			
F.I.C.A. _____ 6.2 %			
Medicare _____ 1.45 %			
F.U.T.A. _____ 0.6 %			
S.U.T.A. _____ 6.2 %			
E.T.T. _____ 0 %			
Sub Total _____ 14.450 %			
Round up to _____ 14.500 %			
Adder			
Workers' Comp. * _____ 22 %			
GL INS _____ %			
(E) Total _____ 36.50 x (A)	\$11.45	\$12.07	
TOTAL - HOURLY LABOR RATE (C+E)	\$63.24	\$69.88	



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

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Santa Ana, California 92707
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www.sva-architects.com

Elm Street Elementary School Bulletin # 37 Narrative

Revision:

12/11/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. 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 Civil and Landscape Sheets

1. C-06 – Precise Grading Plan
 - a. Revision to the concrete walk by the East side of the Kindergarten Building
 - b. Adjustments to the fence line and gate to accommodate new grades
 - c. Added new concrete walk through landscaping between vaults
2. C-09 – Storm Drain Plan
 - a. Added 6" extension section to raise catch basin
 - b. Provided cut sheet of Brooks Box extension
3. L-101 – Irrigation Plan
 - a. Irrigation revised to accommodate the revised sidewalk and drop off zone along Fir Ave.
4. L-201 – Planting Plan
 - a. Revised turf layout
 - b. Delete 16 – 1 gallon Carissa 'Green Carpet'
 - c. Delete 1 – 24" box – Platanus acerifolia
 - d. Add 2 – 5 gallon Rhapsiolepis u. 'minor'
 - e. Add 8-5 gallon Dianella 'Little Rev'

Drawings

C-06 – Precise Grading Plan

C-09 – Storm Drain Plan

L-101 – Irrigation Plan

L-201 – Planting Plan

Distribution:

District

Contractor

IOR

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033



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A# 03-116407
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 DATE

REVISIONS:

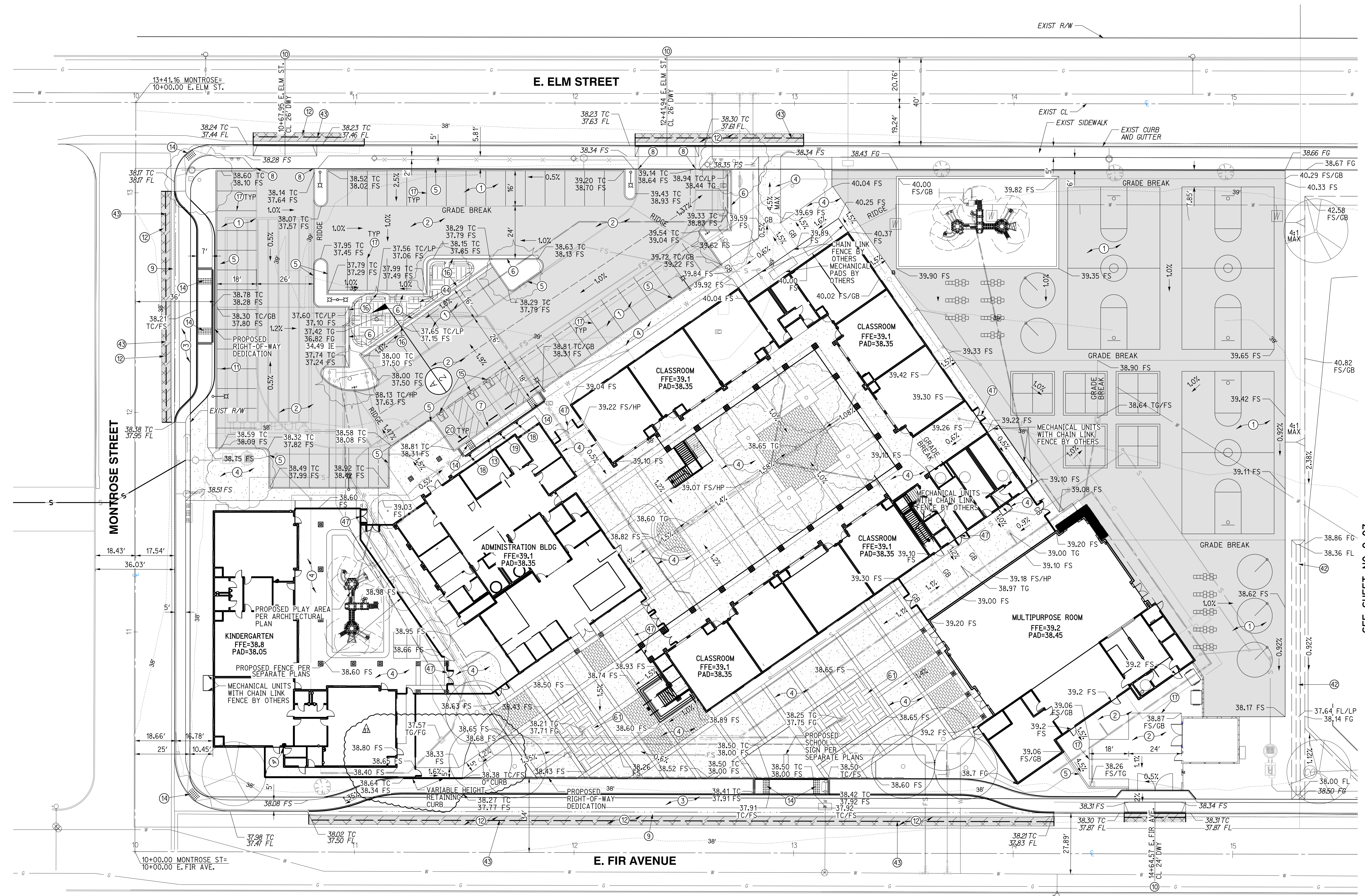
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▲ BULLETIN 3.1	7-6-2017
▲ BULLETIN 22	2-5-2018
▲ BULLETIN 3R	3-5-2018
▲ BULLETIN 32	9-5-2018
▲ BULLETIN 36	11-9-2018
▲ BULLETIN 37	12-4-2018

DATE ISSUED: MAY 12, 2017
 PROJECT NO: 1340159
 SCALE: 1"=20'
 SHEET NUMBER: C-06
 SHEET TITLE:

PRECISE GRADING

RICK
 ENGINEERING COMPANY
 1770 IOWA AVENUE
 SUITE 100
 RIVERSIDE, CA 92507
 951.782.0707
 (FAX) 951.782.0723
 San Diego - Orange - San Luis Obispo
 Sacramento - Bakersfield - Tucson - Phoenix
 rick@rickeng.com

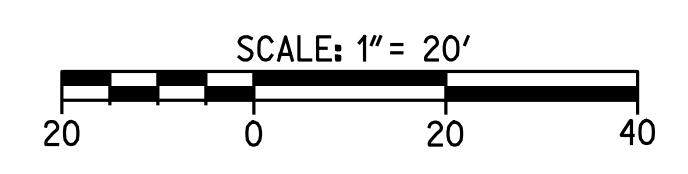
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 3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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GRADING CONSTRUCTION NOTES AND QUANTITY ESTIMATES

- *SELECT SUBBASE COULD BE COMPOSED OF EXISTING PAVEMENT MATERIAL IF PROPERLY GROUND UP.
- ① PLACE 0.25' A.C. OVER 5" CLASS II A.B. OVER 3.5" SELECT SUBBASE..... 33,000 SF
- ② PLACE 0.25' A.C. OVER 5" CLASS II A.B. OVER 4" SELECT SUBBASE..... 15,340 SF
- ③ PLACE 0.25' A.C. OVER 5" CLASS II A.B. OVER 8" SELECT SUBBASE..... 4,520 SF
- ④ CONSTRUCT 4" PCC SIDEWALK WITH NO. 3 REBAR AT 18" OCED UNDERLINED BY 4" LAYER OF SAND, CONSTRUCT THICKENED EDGE WHEN ADJACENT TO LANDSCAPE AREAS PER DETAIL 8 ON SHEET C-02..... 37,600 SF
- ⑤ CONSTRUCT 6" CURB (TYPE A1-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03..... 900 LF
- ⑥ CONSTRUCT 6" CURB AND GUTTER (TYPE A2-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03..... 240 LF
- ⑦ CONSTRUCT 0" CURB PER DETAIL 12 ON SHEET C-02..... 31 LF
- ⑧ CONSTRUCT CURB END PER DETAIL 7 ON SHEET C-02..... 4 EA
- ⑨ CONSTRUCT 4" RIBBON GUTTER PER CITY OF OXNARD STD DWG PLATE 117 ON SHEET C-03..... 400 LF
- ⑩ CONSTRUCT DRIVEWAY PER CITY OF OXNARD STD DWG PLATE 115 ON SHEET C-03..... 3 EA
- ⑪ CONSTRUCT CONCRETE BLOCK RETAINING WALL PER CITY OF OXNARD STD DWG PLATE 600 ON SHEET C-04..... 60 LF
- ⑫ GRIND AND OVERLAY EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02..... 1,070 SF
- ⑬ CONSTRUCT ACCESSIBLE CURB RAMP PER DETAIL 6 ON SHEET C-02..... 525 SF
- ⑭ INSTALL TRUNCATED DOMES PER DETAIL 6 ON SHEET C-02..... 250 SF
- ⑮ APPLY ACCESSIBLE PARKING STRIPING PER DETAIL 3 ON SHEET C-02..... 90 LF
- ⑯ CONSTRUCT 1" CURB CUT WITH GRAVEL PAD PER DETAIL 14 ON SHEET C-02..... 4 EA
- ⑰ APPLY 4" WHITE PARKING STRIPING PER CA-MUTCD AND DETAIL 4 ON SHEET C-02..... 960 LF
- ⑱ INSTALL ACCESSIBLE PARKING SIGNAGE PER DETAIL 1 ON SHEET C-02..... 2 EA
- ⑲ INSTALL VAN ACCESSIBLE PARKING SIGNAGE PER DETAIL 2 ON SHEET C-02..... 1 EA
- ⑳ INSTALL WHEELSTOP PER DETAIL 7 ON SHEET GEN-5..... 4 EA
- ㉑ CONSTRUCT VEGETATED SWALE PER DETAIL 15 ON SHEET C-02..... 200 LF
- ㉒ SAWCUT EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02..... 575 LF
- ㉓ CONSTRUCT BIOFILTRATION AREA PER DETAIL 11 ON SHEET C-02..... 580 SF
- ㉔ INSTALL GATE PER ARCHITECTURAL PLAN..... 7 EA
- ㉕ CONSTRUCT BIOFILTRATION AREA PER DETAIL 16 ON SHEET C-02..... 1,360 SF

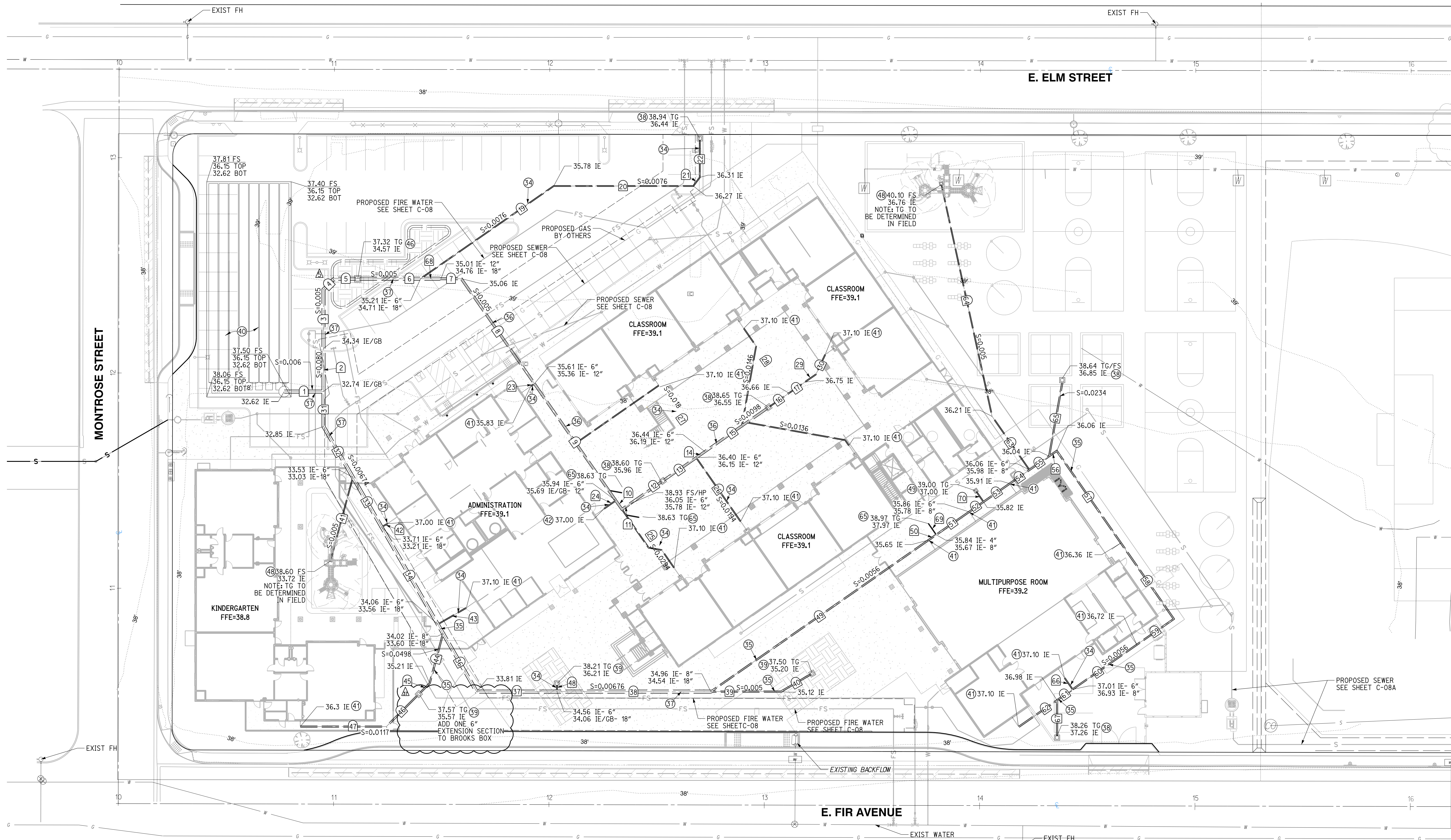
CAUTION:
 EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.



Call at least 2 working days prior to excavating.

STORM DRAIN CONSTRUCTION NOTES AND QUANTITY ESTIMATES

54	INSTALL 6" HDPE STORM DRAIN PIPE	600 LF	39	INSTALL 18"X18" DROP INLET PER DETAIL 11 ON SHEET C-02	3 EA
55	INSTALL 8" HDPE STORM DRAIN PIPE	575 LF	40	INSTALL CONTECH UNDERGROUND DETENTION SYSTEM PER DETAILS ON SHEETS C-10 THROUGH C-13	1 EA
56	INSTALL 12" HDPE STORM DRAIN PIPE	225 LF	41	ROOF DRAIN CONNECTION	18 EA
57	INSTALL 18" HDPE STORM DRAIN PIPE	400 LF	42	INSTALL 24"X24" DROP INLET PER DETAIL 11 ON SHEET C-02	1 EA
58	INSTALL 18"X18" DROP INLET PER DETAIL 10 ON SHEET C-02	4 EA	43	INSTALL 12"X12" BROOKS BOX UNDER RUBBER PLAY SURFACE PER ARCHITECT'S PLANS	2 EA
			44	INSTALL 12"X12" BROOKS BOX WITH ADA "HEEL PROOF" GRATE	2 EA
			45	INSTALL 4" AREA DRAIN, NDS PART NO. 11, OR APPROVED EQUAL	3 EA



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033



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REVISIONS:

NO.	DESCRIPTION	DATE
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5	BULLETIN 32	9-5-2018
6	BULLETIN 36	11-9-2018
7	BULLETIN 37	12-4-2018

DATE ISSUED: MAY 12, 2017
 PROJECT NO: 1340159
 SCALE: 1"=20'

SHEET NUMBER: **C-09**
 SHEET TITLE:

STORM DRAIN PLAN



San Diego - Orange - San Luis Obispo
 Sacramento - Bakersfield - Tucson - Phoenix
 rickeng.com



3 MACARTHUR PLACE, SUITE 800 SANTA ANA, CA 92707
 T 949.809.3380 WWW.SVA-ARCHITECTS.COM

STORM DRAIN DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 90°00'00" W		18.27'	18" HDPE
2	N 0°00'00" E		20.00'	18" HDPE
3	N 0°00'00" E		27.41'	18" HDPE
4	N 45°00'00" E		7.07'	18" HDPE
5	N 90°00'00" W		10.85'	18" HDPE
6	N 90°00'00" W		29.19'	18" HDPE
7	N 90°00'00" W		9.48'	12" HDPE
8	N 34°50'24" W		59.41'	12" HDPE
9	N 34°50'24" W		66.13'	12" HDPE
10	N 34°50'24" W		4.98'	12" HDPE
11	N 55°09'36" E		4.38'	12" HDPE
12	N 55°09'36" E		18.73'	12" HDPE
13	N 55°09'36" E		18.92'	12" HDPE
14	N 55°09'36" E		4.93'	12" HDPE
15	N 55°09'36" E		36.00'	12" HDPE
16	N 55°09'36" E		11.51'	6" HDPE
17	N 55°09'36" E		8.98'	6" HDPE
18	N 34°50'24" W		35.82'	6" HDPE
19	N 55°09'36" E		75.37'	6" HDPE
20	N 90°00'00" W		64.82'	6" HDPE

STORM DRAIN DATA CONT.

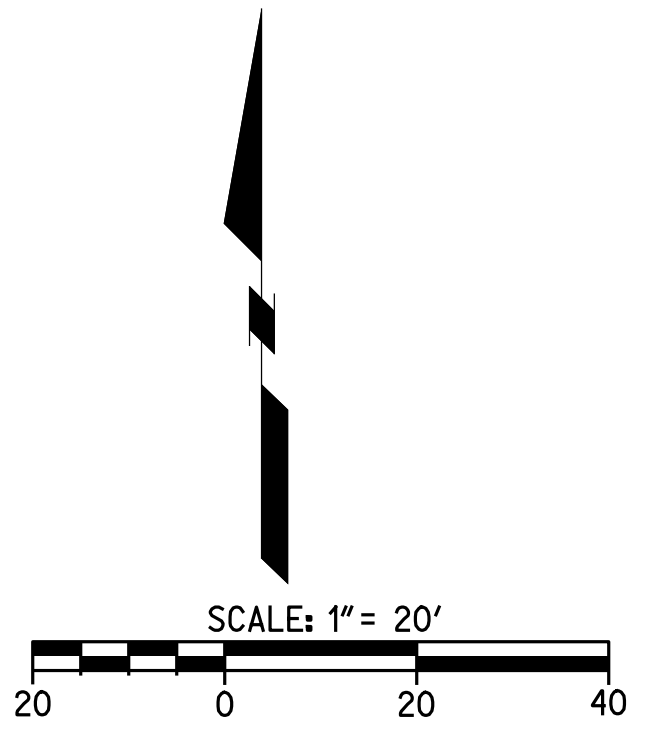
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
21	N 36°52'11" E		5.00'	6" HDPE
22	N 00°00'00" W		17.37'	6" HDPE
23	N 55°09'36" E		2.00'	6" HDPE
24	N 55°09'36" E		6.64'	6" HDPE
25	N 34°50'24" W		36.07'	6" HDPE
26	N 34°50'24" W		36.07'	6" HDPE
27	N 34°50'24" W		36.63'	6" HDPE
28	N 34°50'24" W		36.63'	6" HDPE
29	N 55°09'36" E		6.28'	6" HDPE
30	N 25°09'36" E		10.21'	6" HDPE
31	N 0°00'00" E		16.22'	6" HDPE
32	N 30°00'00" W		27.24'	18" HDPE
33	N 30°00'00" W		26.70'	18" HDPE
34	N 30°00'00" W		52.16'	18" HDPE
35	N 30°00'00" W		4.90'	18" HDPE
36	N 30°00'00" W		31.20'	18" HDPE
37	N 90°00'00" W		37.32'	18" HDPE
38	N 90°00'00" W		71.44'	18" HDPE
39	N 90°00'00" W		32.53'	8" HDPE
40	N 60°00'00" E		16.07'	8" HDPE

STORM DRAIN DATA CONT.

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
41	N 15°00'00" E		38.91'	6" HDPE
42	N 60°00'00" E		3.17'	6" HDPE
43	N 60°00'00" E		15.34'	6" HDPE
44	N 15°00'00" E		23.94'	8" HDPE
45	N 45°00'00" E		7.15'	8" HDPE
46	N 45°00'00" E		21.33'	8" HDPE
47	N 90°00'00" W		39.98'	8" HDPE
48	N 0°00'00" E		3.00'	6" HDPE
49	N 55°09'36" E		123.23'	8" HDPE
50	N 55°09'36" E		4.29'	8" HDPE
51	N 55°09'36" E		18.60'	8" HDPE
52	N 55°09'36" E		8.17'	8" HDPE
53	N 55°09'36" E		14.80'	8" HDPE
54	N 55°09'36" E		11.16'	8" HDPE
55	N 55°09'36" E		11.16'	8" HDPE
56	N 55°09'36" E		4.32'	8" HDPE
57	N 34°50'24" W		52.11'	8" HDPE
58	N 34°50'24" W		43.02'	8" HDPE
59	N 55°09'36" E		20.91'	8" HDPE
60	N 55°09'36" E		36.33'	8" HDPE

STORM DRAIN DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
61	N 55°09'36" E		8.83'	8" HDPE
62	N 55°09'36" E		21.62'	8" HDPE
63	N 34°50'24" W		30.33'	6" HDPE
64	N 12°20'24" W		109.81'	6" HDPE
65	N 10°09'36" E		34.63'	8" HDPE
66	N 34°50'24" W		6.50'	6" HDPE
67	N 0°00'00" E		16.61'	8" HDPE
68	N 90°00'00" W		9.48'	18" HDPE
69	N 34°50'24" W		6.12'	4" HDPE
70	N 34°50'24" W		5.79'	6" HDPE



811
 Know what's below.
 Call before you dig.
 Call at least 2 working days prior to excavating.

CAUTION:
 EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.



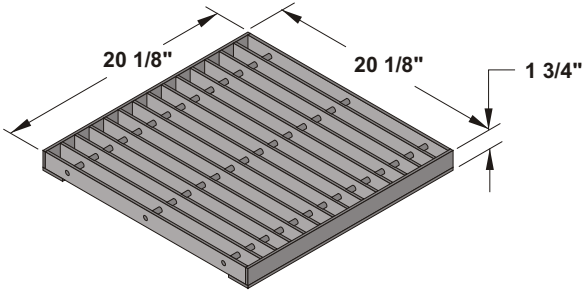
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1818 CAST IRON GRATE

PARKWAY ONLY 58 lbs.

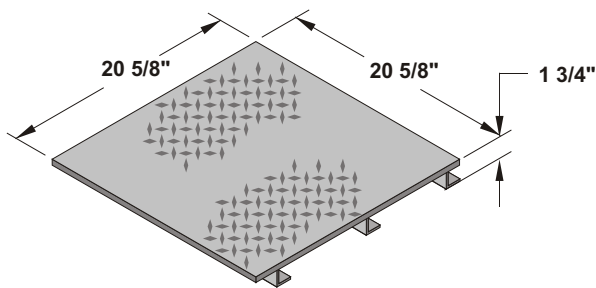
1818 STEEL GRATES

PARKWAY 27 lbs.
TRAFFIC. 49 lbs.

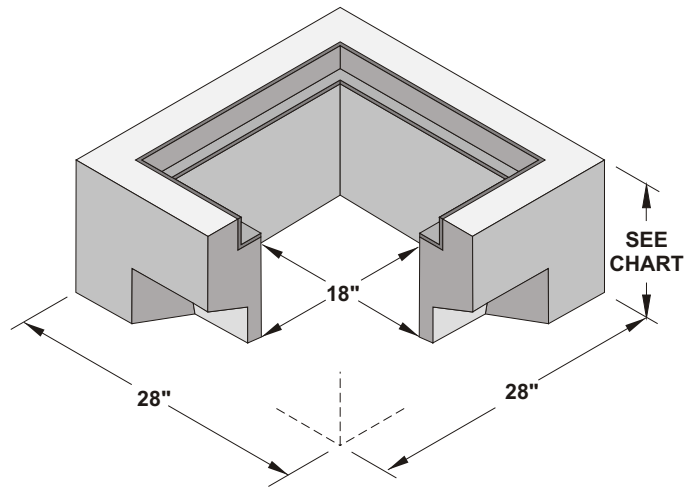


1818 STEEL COVER

PARKWAY 44 lbs.
TRAFFIC 65 lbs.

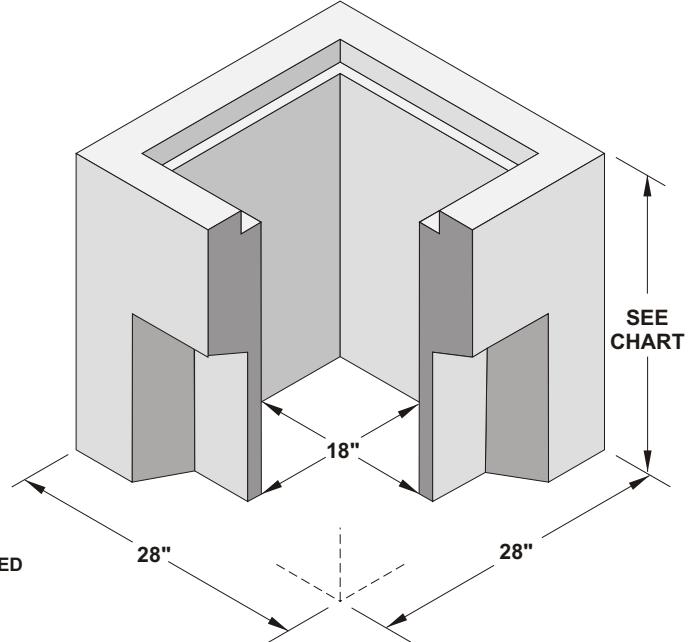


1818 TOP SECTION (WITH GALVANIZED FRAME)



1818 LOWER SECTION (NO FRAME)

NOTE: USE 12", 18", 24" LOWERS TO INCREASE DEPTH UP TO A MAXIMUM OF 72"



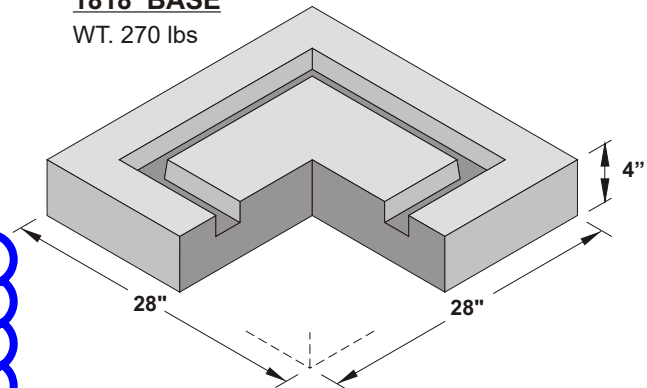
NOTES:

1. GRATES AND COVERS AVAILABLE PAINTED BLACK OR GALVANIZED
2. "ADA" GRATES AVAILABLE IN PARKWAY & TRAFFIC
3. "HEEL PROOF" GRATES AVAILABLE IN PARKWAY & TRAFFIC
4. A TOP SECTION WITH FRAME MUST BE USED IF BOLT DOWN REQUIRED

TOP SECTION	HT.	LBS	KNOCK-OUT
1818 T6	6"	215	NONE
1818 T12	12"	370	(4) 5" x 10"
1818 T18	18"	555	(4) 9" x 11"
1818 T24	24"	785	(4) 9" x 11"

1818 BASE

WT. 270 lbs



EXTENSION SECTION	HT.	LBS	KNOCK-OUT
1818 E6	6"	215	NONE

LOWER SECTION	HT.	LBS	KNOCK-OUT
1818 L12	12"	370	(4) 5" x 10"
1818 L18	18"	555	(4) 9" x 11"
1818 L24	24"	785	(4) 9" x 11"

18" x 18" CATCH BASIN



1818 CB

ORG. DWG. DATE 04-20-95 REV. DWG. DATE 02-28-00

7 - 0 3

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

#16-199

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00), and, (3) Sublease Payments in the amount of \$97,112.00 per month for 12 months, for a total lease value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice 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

#16-199

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.

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

#16-199

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

#16-199

- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

#16-199

EXHIBITS A and B

Scope of Work

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS

		PLAN SHEET DATE
GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS**

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY
 Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES

**Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033**

**Lease/Leaseback
December 9, 2016**

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES



ALLOWANCES

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
December 9, 2016

Schedule of Allowances Included in Proposal		
1	Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 60,000
5	Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
TOTAL ALLOWANCES		\$ 960,000

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1" Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Drip/line Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Loyd Tansing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A0 1.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4						
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel					
Elevator Sill Angle & Threshold	Included	1,200					
Roof Access Ladders - 2/A64.4	Included	Included					
Bldg 1 - Classroom (1)	Included	Included					
Bldg 2 - MPR (1)	Included	Included					
Bldg 3 - Admin (1)	Included	Included					
Fixed Sun Screens	Included	Included					
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included					
Bldg 1 - Classroom (8)	Included	Included					
Bldg 2 - MPR (6)	Included	Included					
Bldg 3 - Admin (2)	Included	Included					
Bldg 4 - Kindergarten (2)	Included	Included					
TOTALS	501,400	504,880	0	0	0	0	
Recommendation:	Amount						
Ironman, Inc	501,400						

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
Glu-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor Bldg 1 - Classroom	3,200	3,200			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	WS Kiem	Abdellatif Ent.	JF Construction		
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - 5701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admln	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016	
	WS Kiem	Abdellatif Ent.	JF Construction			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included				
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included				
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650				
Fixed Sun Screens	Included	Included				
Fire Treated Lumber	Included	Included				
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included				
4x4 & 4x6 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included				
4x6 & 4x10 Blocking per 3/S601	Included	Included				
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included				
4x10 & 6x10 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
Simpson Hardware	Included	Included				
4x Blocking	Included	Included				
Bldg 1 - Classroom	Included	Included				
Window Shades (8)	Included	Included				
Bldg 2 - MPR	Included	Included				
Window Shades (6)	Included	Included				
Entrance Canopies (1)	Included	Included				
Bldg 3 - Admin	Included	Included				
Window Shades (2)	Included	Included				
Entrance Canopies (2)	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Window Shades (2)	Included	Included				
FRP Panels - Miller Paneling	10,400	10,400				
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included				
Janitors Closets (Not Shown)	Included	Included				
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included				
Bldg 4 - Janitors Closet - 114	Included	Included				
TOTALS	2,984,977	2,997,004	0	0	0	
Recommendation:	Amount					
WS Kiem	2,984,977					

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten Rms - 114, 115, 116	In Above In Above	In Above In Above	In Above In Above	In Above In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RF1 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			

Bid Evaluation Report



Sheet Metal & Metal Panels		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
		Subcontractors				Date Printed	12/6/2016
Description	R&J SM	Merit Metal Products					
Bldg 2 - MPR (1)	Included	Included					
Bldg 3 - Admin (1)	Included	Included					
GFRC Panels - RFI 50							
Bldg 2 - MPR - A2-11.2	12,697	12,697					
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above					
Bldg 3 - Admin	14,127	14,127					
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above					
TOTALS	220,506	223,824	0	0	0	0	
Recommendation:		Amount					
R&J SM		220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm	
	Subcontractors			Bid Date	12/7/2016	
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016	
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Hollow Metal Doors and Frames	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site						
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 3 - Admin - A3-52.1	Included	Included	Included			
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included			
Install HM Doors	Included	Included	Included			
Install HM Frames	In Drywall	In Drywall	In Drywall			
Install Wood Doors	Included	Included	Included			
Door Hardware	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
Misc. Door Hardware	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
TOTALS	291,898	237,835	236,830	0	0	0
Recommendation:	Amount					
Construction Hardware	236,830					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				



Bid Evaluation Report

Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaprosheild	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Description	Subcontractors			Date Printed	12/6/2016	
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljay Acoustics	Date Printed	12/6/2016
					Calif-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics	
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736	
Recommendation:		Amount					
Cali-USA Acoustics		190,736					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-S1.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Call-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	650	650	650	650	650	
VCT in Elevator Cab per 7/Gen-6	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
Description		Subcontractors				Date Printed	12/6/2016
		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	In Above	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	In Above	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Guy Smithson	Pacific Painting Co	ISR Painting			
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	60 Days	Included	Included		
Prequalification per Bid Invite	Included	Included	Included	Included		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	3,000		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Elm Street Elementary School Reconstruction					Job Number	Elm
					Bid Date	12/7/2016
Site Utilities					Date Printed	12/6/2016
					Subcontractors	
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included Plans and Specs Dated: 8/1/2016 & 4/22/2016 Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Included	Included	Included	Included	15 Days	
Attachment C Acknowledgement	Yes	Yes	Yes	Yes	Included	
	Included	Included	Included	Included	Yes	
Plumbing					Included	
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	Included	Included	Included	Included	Included	
HW / CW Piping	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheidon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction					Job Number	Elm
	Subcontractors					Bid Date	12/7/2016
Description	Smith Elec.	Acco. Eng.	United Mech.	Sheldon Mech.	Climate Control	Date Printed	12/6/2016
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included		
Spring Isolation Hangers	Included	Included	Included	Included	Included		
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included		
Metal Ducts / Duct Work	Included	Included	Included	Included	Included		
Duct Liner	Included	Included	Included	Included	Included		
Supply & Return Air Plenums	Included	Included	Included	Included	Included		
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included		
Wall Louvers	Included	Included	Included	Included	Included		
Duct Insulation	Included	Included	Included	Included	Included		
Fire / Smoke Dampers	Included	Included	Included	Included	Included		
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included		
Mechanical Identification	Included	Included	Included	Included	Included		
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included		
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included		
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included		
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000	15,000	15,000		
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673		0
Recommendation:	Amount						
Sheldon Mech.	1,226,000						

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
Cable Schedule - E0.4	Included	Included	Included		
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MPR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcom	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewill-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
				Date Printed	12/6/2016	
Description	Subcontractors					
	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-1: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

- Agreement Category:
- ____ Academic
 - ____ Enrichment
 - ____ Special Education
 - ____ Support Services
 - ____ Personnel
 - ____ Legal
 - Facilities

SECTION D: ACTION _____

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

Ratification of Change Order No. 019 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project (Penanhoat/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.

Over the course of construction, upon the discovery of unforeseen conditions, per code requirements, modifications to the footings of an existing concrete block (Concrete Masonry Unit “CMU”) wall was necessary (PCI No.0466). Change Order No. 019 provides for the Board’s ratification of one (1) change order proposal with the following scope of work:

- PCI No. 0466 - RFI 391 Existing CMU Wall Footing Modification

FISCAL IMPACT

Twenty-Seven Thousand Five Hundred Ninety-Four Dollars and Zero Cents (\$27,594.00) to be charged to the Master Construct and Implementation Funds. The Board’s ratification of this increase to the overall project budget constitutes approval of the allocation of \$27,594.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 019 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #019, Swinerton Builders (2 Pages)
- PCI No. 0466 - RFI 391 Existing CMU Wall Footing Modification (5 Pages)
- Construction Services Agreement #15-198 (19 Pages)



CHANGE ORDER

Date: 06.05.2019

CHANGE ORDER NO. 019

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
3 MacArthur Place, Ste. 850
Santa Ana, CA 92707

CONTRACTOR:
Swinerton Builders
865 S. Figueroa St.,
Los Angeles, CA 90017
Attn: Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-018)	\$ 3,978,031.82
ADJUSTED CONTRACT SUM.....	\$ 33,553,929.73
NET CHANGE -	\$ 27,594.00
<hr/>	
Total Change Orders to Date: (001-019)	\$ 4,005,625.82
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 019.....	\$ 33,581,523.73

Commencement Date:May 23, 2016
Original Completion Date:July 23, 2018
Original Contract Time:791 Calendar Days
Time Extension for all Previous Change Orders:250 Calendar Days
Time Extension for this Change Order:47 Calendar Days
Adjusted Completion Date:May 16, 2019

Percentage (13.54%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI No. 0466- RFI 391 Existing CMU Wall Footing Modification	\$ 27,594.00			
	Totals	\$27,594.00	-	-	-

Total Change Order No. 019 \$ 27,594.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



SWINERTON

February 6, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0466 RFI 391 Repair exposed footing at the northeast basketball courts

Dear Mr. Mera,

We request a Change Order to our contract for the following:

RFI 391 addresses the exposed footing at the existing masonry wall at the north east basketball court area

Phase	Category	Description	Subcontractor	Quote
321313	71140	RFI 391 Existing CMU wall footing modification	SANTA CLARITA CONCRETE	25,338.84
			Subtotal	25,338.84
007480	71160	Subguard	1.15%	291.40
007410	71160	Builders Risk	0.6%	152.03
007420	71160	General Insurance	1.15%	291.40
007510	71160	P&P Bond	1%	253.39
991000	99999	Change Order Fee	5%	1,266.94
			Markup Subtotal	2,255.16
			PCI Total	27,594.00

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 27,594.00.

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



SWINERTON

acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 2/06/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-033
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	2/4/19
REFERENCE	RFP various added work

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to perform additional scope as requested by Swinerton Builders: various added work per job walk 1/28/19: 25x25 area at NW site, 25x25 fire lane concrete with ramp, front walkway and add (8) post footings.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
RFP	Replace concrete	trash area	2/4/19	Unit pricing	New Veh conc	R	625	Sf	\$37.50	\$23,437.50
RFP	Remove concrete	trash area	2/4/19	Unit pricing	Demo	R	625	Sf	\$12.00	\$7,500.00
RFP	Remove concrete	basketball court	2/4/19	Unit pricing	New curb at wall 6x24	R	100	Lf	\$195.00	\$19,500.00
RFP	Remove concrete	basketball court	2/4/19	Unit pricing	Dowels at new curb	R	100	Ea	\$25.00	\$2,500.00

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
 Protection, shoring, or any preventative/safety work related to existing walls are excluded
 Assumes all work above done in two mobilizations. Additional mobs are extra.
 SCC assumes no responsibility for damage to adjacent surfaces/landscaping for any reason.
 Work bid to be done during normal working hours, Monday - Friday

EXTENSION OF CONTRACT DURATION-->

10 Days

SUB-TOTAL	\$52,937.50
P&O	\$7,940.63
TOTAL FOR THIS COR	\$60,878.13

Trash area

\$ 35,578

25,300

Masonry wall footing



Swinerton Builders
 17731 Mitchell North Suite 200
 Irvine CA 92614

Request For Information

00391

Printed On: 02/06/2019
 Page 1 of 1

SWINERTON

Subject: CMU Wall Detail
Project: Lemonwood K-8 School LLB
Address: 2200 Carnegie Court
 Oxnard CA 93033
Phone: 949-355-6822
To: Tom Bardwell
 SVA ARCHITECTS, INC.
From: Swinerton Builders

Fax:
 Nalani Scanlon

Date: 01/08/2019
Job: 16055106
Required: 01/08/2019
Est. Cost Impact : \$
Est. Days Impact:

Co-Author:	Contact:	Co-Author RFI Number:
-------------------	-----------------	------------------------------

Reference:

RFI Type:	Architectural	Architectural	RFI Priority:	High	High
Schedule / Activit			Document Refere		
Spec Section:			Posted:		

Request

The existing CMU wall at the Northern end of the basketballs courts has an exposed footing. Please provide a detail to conceal this footing per the District's request.

Suggestion

Answer **Accept Suggestion**

Refer to attached sketch for the CMU wall repair detail.
 SVA 1/15/19

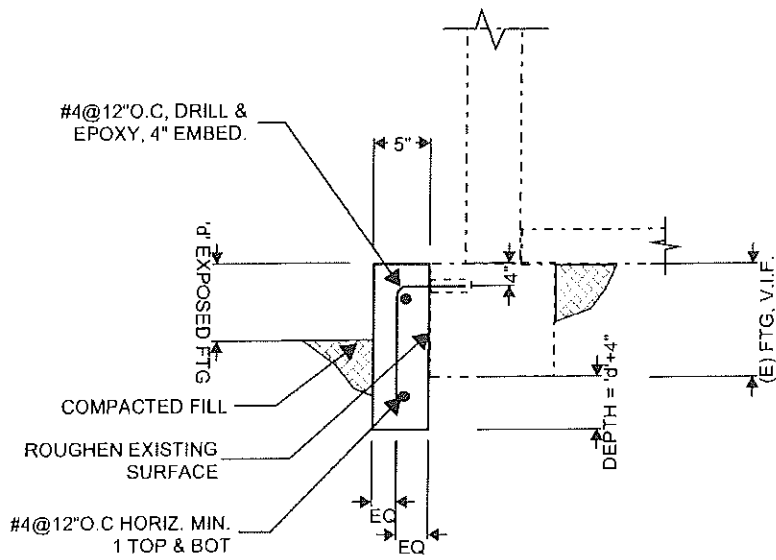
Answered By: SVA ARCHITECTS, INC.

Signed: _____
 Tom Bardwell

Date: 01/15/2019

Distribution:

Contact	Company	Contact	Company
Paul Vernier	Oxnard School District	Bill Gray	Swinerton Builders
Mark Trail	Swinerton Builders		



SK-1 (E) WALL SECTION

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

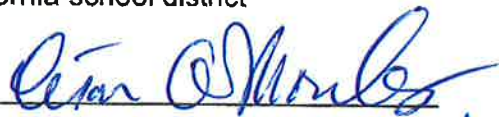
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Ratification of Change Order No. 020 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project (Penanhoat/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.

Over the course of the construction of the Lemonwood Elementary School Reconstruction Project, the District has requested modifications to the project to enhance the functionality of the new buildings. An example of this includes the additional coats of wax on the VCT (PCI No. 0483). Also, this change order includes District requested installation of additional AV/Data infrastructure in the new Administration Building (PCI No. 0434). Some change orders concern design clarifications. An example includes code required revisions to the Administration Building footings (PCI No. 0479). Change Order No. 020 provides for the Board's ratification of five (5) change order proposals with the following scope of work:

- PCI No. 0395 - RFI 362 Removal of Single Layer Gyp. Board
- PCI No. 0434R1 - Misc. AV/Data additions to Administration Building
- PCI No. 0479R1 - Revise Footing in Administration Building
- PCI No. 0482 - Add Street number to Administration Building
- PCI No. 0483 - Furnish and install clarion wax to VCT Floor surfaces per owner's specification

FISCAL IMPACT

Eleven Thousand Six Hundred Eighty-Three Dollars and Zero Cents (\$11,683.00) to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$11,683.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 020 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #020, Swinerton Builders (2 Pages)
- PCI No. 0395 - RFI 362 Removal of Single Layer Gyp. Board (4 Pages)
- PCI No. 0434R1 - Misc. AV/Data additions to Administration Building (16 Pages)
- PCI No. 0479R1 - Revise Footing in Administration Building (9 Pages)
- PCI No. 0482 - Add Street number to Administration Building (3 Pages)
- PCI No. 0483 - Furnish and install clarion wax to VCT Floor surfaces per owner's specification (3 Pages)
- Construction Services Agreement #15-198 (19 Pages)



CHANGE ORDER

Date: 06.05.2019

CHANGE ORDER NO. 020

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
3 MacArthur Place, Ste. 850
Santa Ana, CA 92707

CONTRACTOR:
Swinerton Builders
865 S. Figueroa St.,
Los Angeles, CA 90017
Attn: Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-019)	\$..4,005,625.82
ADJUSTED CONTRACT SUM.....	\$ 33,581,523.73
NET CHANGE -	\$...11,683.00
<hr/>	
Total Change Orders to Date: (001-020)	\$...4,017,308.82
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 020.....	\$ 33,593,206.73

Commencement Date:May 23, 2016
Original Completion Date:July 23, 2018
Original Contract Time:791 Calendar Days
Time Extension for all Previous Change Orders:297 Calendar Days
Time Extension for this Change Order:0 Calendar Days
Adjusted Completion Date:May 16, 2019

Percentage (13.58%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI No. 0395- RFI 362 Removal of Single Layer Gyp. Board		(\$12,985.00)		
2.	PCI No. 0434- Misc. AV/Data additions to Administration Building		\$14,892.00		
3.	PCI No. 0479- Revise Footing in Administration Building		\$2,327.00		
4.	PCI No. 0482- Add Street number to Administration Building		\$859.00		
5.	PCI No. 0483- Furnish and install clarion wax to VCT Floor surfaces per owner's specification		\$6,590.00		
	Totals	-	\$11,683.00	-	-

Total Change Order No. 020 \$ 11,683.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



SWINERTON

May 9, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0395 RFI 362 Eliminate one layer of gypsum board at the underside of roof trusses in Administration Building

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Remove the single layer gypsum board at the underside of the trusses in the Administration Bldg.

Phase	Category	Description	Subcontractor	Quote
092900	71140	Gypsum Board	RUTHERFORD CO., INC.	-12,985.00
			Subtotal	-12,985.00
			%	
			Markup Subtotal	
			PCI Total	-12,985.00

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-12,985.00.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Quotation accepted by:
Oxnard School District



SWINERTON

W. K. Dean

Date:

5/08/2019

By:

Date:



Rutherford Co., Inc.
 2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
 www.rutherfordco.net

Date:	08/20/18
RCI Job #:	16-075
RCI COR #:	104
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL**

DESCRIPTION OF WORK:

Credit to delete drywall to bottom of roof joists at Administration Building

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$73.12	131	HRS	\$	9,578.72
	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		\$2,558.00	0	Tax	\$	2,788.22
EQUIPMENT	Scissor Lift	\$100.00	0	Day	\$	-
	Dumpster	\$0.00	0	ea.		-
SCAFFOLD		\$0.00	1	Day	\$	-
SUBS/MISC.						
FREIGHT/DELIVERY			0	LS	\$	-
		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
SUBTOTAL					\$	12,366.94
5.0% Profit					\$	618.35

COR TOTAL: <12,985.00>

Credit

QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:

ADDENDUM NO.: _____

RUTHERFORD CO., INC.

SHEET NO.: 2

PROJECT: Lemonwood K-8 ES

BID DATE: _____

ADDRESS: _____ TIME: _____ AM PM

LOCATION: Oxnard TAKE - OFF MADE: _____

ARCHITECT: _____ TEL.: _____ PLAN NOS.: _____ PLAN DATES: _____

	QUANTITY	UNITS	COST MATERIAL PER UNIT	MATERIAL COST	LABOR AVER.	TOTAL DAYS
Credit to delete Drywall to Bottom Side of Roof Joist @ Admin. Bldg.						
Hat Channel 2'0.c.	x1		.25	253	75	46
5/8" Drywall	x1	sq ft	.25	1,705	80	85
55' x 6'	85' x 9'					
28' x 7'	31' x 21'			12,558.		131
37' x 20'	37' x 23'			+ 14		* 7312
29' x 9'				2,788.	* 9	579
Sub-Total: * 12,367.						
+ 618. (5%) Profit						
Credit: < + 12,985. - >						



SWINERTON

April 24, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0434R1 Add AV monitors and outlets as direct

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Add AV monitor in Parent conference room and Lobby, Add Data outlet at secondary printer location, add power and Data in Breakout room, add power in Parent Conference room

Phase	Category	Description	Subcontractor	Quote
015300	71150	Add AV monitor in Parent conference room and Lobby, Add Data outlet at secondary printer location, add power and Data in Breakout room, add power in Parent Conference room-Triumph Paint	TRIUMPH PAINTING	1,097.05
015300	71150	Misc. AV/Data additions to Administration Building. Install backing at Parent conference room, patch drywall throughout at various locations, clean up. SWINERTON-LABOR		3,200.00
015300	71130	Misc. AV/Data additions to Administration Building. Install backing at Parent conference room, patch drywall throughout at various locations, clean up. SWINERTON-MATERIAL		678.10
092900	71140	Misc. AV/Data additions to Administration Building. Open walls for new AV and power outlets	RUTHERFORD CO., INC.	841.00
260010	71140	Misc. AV/Data additions to Administration Building **ROM**	TAFT ELECTRIC COMPANY	7,884.00
			Subtotal	13,700.15
007480	71160	Subguard	1.15%	157.55
007410	71160	Builders Risk	0.6%	83.15
007420	71160	General Insurance	1.15%	159.36
007510	71160	P&P Bond	1%	87.25
991000	79999	Change Order Fee	5%	705.01
			Markup Subtotal	1,192.32



SWINERTON

			PCI Total	14,892.47
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TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **14,892.47**.

Please NOTE:

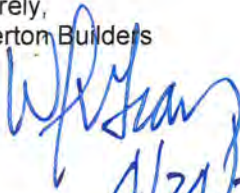
- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders



4/24/2015

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

Transmitted To:
SWINERTON Builders

Transmitted To: **Bill Gray**

Project Manager

| T 949.355.6822 | D 805.832.4993

W www.swinerton.com E Bgray@swinerton.com

Transmitted By: *Anthony Herder: Project Executive*

DATE: 3/6/2019

PROJECT:

LEMONWOOD

K8

↳ **Request For Change Order Added Pony Wall @ Lobby**

- Description: Priming & Finish Painting of Added Pony Wall At Lobby
 - Labor Man: (8) @ \$49.99 Per Hour
 - Labor Subtotal: \$399.82
 - Labor Mark Up 15%: \$59.97
 - Labor Total: \$459.79
 - Material Subtotal: \$84.76
 - Material Tax: \$6.78
 - Material Mark Up 15%: \$12.71
 - Material Total: \$104.25
 - Total Cost for Additional Contract Work: \$564.05

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RFC: Material & Labor Installation
RFC Front Lobby Pony Wall Added

Project Name: Lemonwood K8

Project #:

Date: 3/6/2019

MATERIAL	QTY	UNIT	\$ / Unit	EXTENSION	TOTAL
Paint Dunn Edwards Finish Series	1	EA	\$ 34.88	\$ 34.88	\$ 34.88
Paint Dunn Edwards Primer Series	1	EA	\$ 24.88	\$ 24.88	\$ 24.88
Sundries	1	LS	\$ 25.00	\$ 25.00	\$ 25.00
		EA		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
		LS		\$ -	\$ -
				\$ -	\$ -
Material Subtotal					\$ 84.76
Material Tax 8%					\$ 6.78
Material Mark Up (15% of Material Subtotal)					\$ 12.71
MATERIAL TOTALS					\$ 104.25

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
		DAYS		\$ -	\$ -
		DAYS		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Equipment Subtotal					\$ -
Equipment Tax					\$ -
Equipment Mark Up (10% of Equipment Subtotal)					\$ -
EQUIPMENT TOTALS					\$ -

Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
					\$ -	\$ -
					\$ -	\$ -
Labor Hour Total		8.00	\$ 49.99	\$/hr	\$ 399.92	\$ 399.82
Labor Hour Total					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Labor Subtotal						\$ 399.82
LABOR MARK-UP (15% of Subtotal)						\$ 59.97
Labor TOTALS						\$ 459.79

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
				\$ -	\$ -
Subcontractor Subtotal					\$ -
Subcontractor Mark Up (5% of Subtotal)					\$ -
SUBCONTRACTOR TOTALS					\$ -

Unit Cost Buy Out	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
				\$ -	\$ -

SUMMARY	
1. MATERIAL TOTAL COST	\$ 104.25
2. EQUIPMENT TOTAL COST	\$ -
3. LABOR TOTAL COST	\$ 459.79
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	\$ -
5. UNIT BUY OUT TOTAL	\$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	\$ 564.05
SCOPE CHANGE SELLING PRICE	ADD/DEDUCT \$ 564

EA	SHOP	HOURS
SQ FT	FIELD	DAYS
LF	ENGINEER	WEEKS
LBS		MONTHS
P.I.		TRUCK
LOT		

Transmitted To:
SWINERTON Builders

Transmitted To: **Bill Gray**

Project Manager

| T 949.355.6822 | D 805.832.4993

W www.swinerton.com E Bgray@swinerton.com

Transmitted By: *Anthony Herder: Project Executive*

DATE: 3/6/2019

PROJECT:

LEMONWOOD

K8

➤ Request For Change Order TV Monitors, Electrical and Data Outlets

- Description: Priming & Finish Painting of Areas Due To Added TV Monitors, Elec & Data Outlets
- Labor Man: (8) @ \$49.99 Per Hour
 - Labor Subtotal: \$399.82
 - Labor Mark Up 15%: \$59.97
 - Labor Total: \$459.79
 - Material Subtotal: \$59.88
 - Material Tax: \$4.79
 - Material Mark Up 15%: \$8.98
 - Material Total: \$73.65
 - Total Cost for Additional Contract Work: \$533.00

--	--

RFC: Material & Labor Installation
 RFC Add TV Monitors, Elec & Data Outlets

Project Name: Lemonwood K8

Project #:

Date: 3/6/2019

MATERIAL	QTY	UNIT	\$ / Unit	EXTENSION	TOTAL
Paint Dunn Edwards Finish Series	1	EA	\$ 34.88	\$ 34.88	\$ 34.88
	1	EA		\$ -	\$ -
Sundries	1	LS	\$ 25.00	\$ 25.00	\$ 25.00
		EA		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
		LS		\$ -	\$ -
				\$ -	\$ -
Material Subtotal					\$ 59.88
Material Tax 8%					\$ 4.79
Material Mark Up (15% of Material Subtotal)					\$ 8.98
MATERIAL TOTALS					\$ 73.65

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
		DAYS		\$ -	\$ -
		DAYS		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Equipment Subtotal					\$ -
Equipment Tax					\$ -
Equipment Mark Up (10% of Equipment Subtotal)					\$ -
EQUIPMENT TOTALS					\$ -

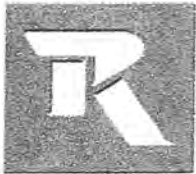
Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
					\$ -	\$ -
					\$ -	\$ -
Labor Hour Total		8.00	\$ 49.99	\$/hr	\$ 399.92	\$ 399.82
Labor Hour Total					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Labor Subtotal						\$ 399.82
LABOR MARK-UP (15% of Subtotal)						\$ 59.97
Labor TOTALS						\$ 459.79

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
				\$ -	\$ -
Subcontractor Subtotal					\$ -
Subcontractor Mark Up (5% of Subtotal)					\$ -
SUBCONTRACTOR TOTALS					\$ -

Unit Cost Buy Out	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
				\$ -	\$ -

SUMMARY	
1. MATERIAL TOTAL COST	\$ 73.65
2. EQUIPMENT TOTAL COST	\$ -
3. LABOR TOTAL COST	\$ 459.79
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	\$ -
5. UNIT BUY OUT TOTAL	\$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	\$ 533.45
SCOPE CHANGE SELLING PRICE	ADD/DEDUCT \$ 533

EA	SHOP	HOURS
SQ FT	FIELD	DAYS
LF	ENGINEER	WEEKS
LBS		MONTHS
P.I.		TRUCK
LOT		



Rutherford Co., Inc.
 2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
 www.rutherfordco.net

Date:	01/22/19
RCI Job #:	16-075
RCI COR #:	109
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL**

DESCRIPTION OF WORK:

OTP #32386: Drywall work at Admin Building; Elec. Rm. 117, Pony Walls and Storefront Entrance. Demo 2 openings to TV's and clean up.

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$78.60	16	HRS	\$	1,257.60
	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		\$188.00	0	Tax	\$	205.86
EQUIPMENT	Scissor Lift	\$0.00	0	Day		
	Dumpster	\$0.00	0	ea.		
		\$0.00	1	Day	\$	-
SCAFFOLD		\$0.00	0	Day	\$	-
SUBS/MISC.						
FREIGHT/DELIVERY		\$200.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
SUBTOTAL					\$	1,463.46
15.0% OHP MARKUP					\$	219.52
COR TOTAL:					\$	1,683

QUALIFICATIONS

- ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
- ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:

DATE: 1-16-19

DAY OF THE WEEK: Wed.

RCI EMPLOYEE: Don Eder

AUTHORIZATION FOR EXTRA WORK

COR # 109

PROJECT: Lemonwood

JOB NO.: 17-084

LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
		THRU	

DESCRIPTION:

Per. Mark with Swinerton we were to hang drywall in Admin. ELECTRICAL Rm 117 Hang drywall and trim at Party walls, Hang drywall at Stone Front (Entrance) and trim and Demo two openings for add T.V.'s 1-4'x4', and 1-4'x8'.
 Clean-up
 Taping to follow

LABOR & MATERIAL BREAKDOWN

FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATERIALS
2	8 HRS	16 HRS	14 pcs. 4'x8' 5/8" Drywall 6 pcs. Corner Bead 10' 4 pcs L-metal 10'
DELIVERY MAN HOURS:			
TOTAL MEN:		TOTAL:	
		16 HRS	

16 HRS
12
8

EQUIPMENT RENTAL: (1 DAY MINIMUM ON ALL RENTALS)

- | | | |
|---------------------|---------------------|-----------------------|
| TRUCKING _____ | SCISSOR LIFTS _____ | FIREPROOF PUMPS _____ |
| WELDERS _____ | BOOM LIFT _____ | MIXERS _____ |
| COMPRESSORS _____ | CEMENT PUMPS _____ | SCAFFOLD _____ |
| ROLLING UNITS _____ | FORKLIFTS _____ | |

WORK ACCEPTED & COMPLETED
 WORK ONGOING

AUTHORIZED SIGNER: [Signature] 1/16/19

CONTRACTOR: Swinerton

DATE: 1-16-19

RCI COR#

PRINTED NAME: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 102

Date:

3/1/19

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
Admin Added TVs		Pending

Reference	Required By	Days Req	Amt Req
		0	\$7,884

Notes

We are submitting the above cost to provide rough in and installation for additional TVs in the Admin Bldg. This work was done on T&M per the attached charge accumulations.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason

Description	Notes

Approved By:

Signature _____

Name _____

_____ Date

PacifiCom

Pacific Coast Sound and Communications
 330 N. Wood Road, Suite L • Camarillo, CA 93010
 (805) 987-1351 • (805) 847-2823 • 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**

February 27, 2019

DESCRIPTION: Admin - Bulletin for Audio Video and cabling adds. TV installation.

MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
10	AX104156	Belden	10GX® Cat 6+ Modular Jack, Blue	\$13.82	\$138.20
3	AX102249	Belden	KEYCONNECT FACEPLATE, SINGLE GANG, FLUSH, COMPATIBLE WITH KEYCONNECT STYLE MODULAR JACKS	\$1.85	\$5.55
1100	10GXS13	Belden	Cable, category 6A	\$0.63	\$696.51
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL ADD PRICE					\$840.26

MATERIAL DEDUCT					
QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL DEDUCT PRICE					\$0.00

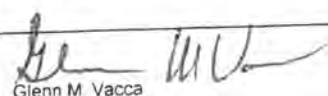
LABOR CHARGES				
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
		16	\$75.00	\$1,200.00
TOTAL LABOR PRICE				\$1,200.00

MATERIALS COSTS	ADD	\$840.26
	DEDUCT	\$0.00
	TOTAL ADD/DEDUCTS	\$840.26
	TOTAL COST OF MATERIALS	\$840.26
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	\$966.30
	SALES TAX	\$74.89
	FREIGHT	\$57.98
MARK UP AND LABOR COSTS	LABOR COST	\$1,200.00
	PROFIT & OVERHEAD LABOR	\$180.00
	TOTAL LABOR	\$1,380.00

TOTAL CHANGE ORDER AMOUNT: \$2,479.16

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature

 Glenn M. Vacca
 Taft Electric Company

This proposal may be withdrawn by us if not accepted within 15 days.

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 materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Collapsed Takeoff

Vendor: TAFT

Labor Level: LABOR 1

25 Feb 2019 8:32:05

Region: COR 102 ADMIN TVS

Item #	Qty	U/M	Q/M	Size	Description	Mat Result
ASMY	6.00	EA	M		2G 20A-RECPT-COMM-TMPR	183.94
140444	1.00	EA	M	1-DUPLEX	1G PLASTIC PLATE	0.38
10046	200.00	FT	M	1/2	EMT	105.66
ASMY	10.00	EA	M	2-1/8 DEEP	BOX 4S 1 GANG	159.17
30216	25.00	EA	M	1/2	EMT STEEL COMP CONNECTOR	9.90
150262	4.00	EA	M		ADJUST 1/4 >1" D EXTENSION RING	18.00
150073	7.00	EA	M	1-1/2"RISE 15.5-CI	2G 4"SQ PLASTER-RING	35.00
10048	10.00	FT	M	1	EMT	13.79
10049	20.00	FT	M	1 1/4	EMT	43.49
30219	4.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	6.67
160825	4.00	EA	M	1 1/4	EMT 2-HOLE STEEL STRAP	3.94
160822	1.00	EA	M	1/2	EMT 2-HOLE STEEL STRAP	0.26
						580.21



SWINERTON

April 24, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0479R1 Remove existing carpet in Administration clerical area and replace with VCT.
Remove existing floor outlet covers and install new flush covers. This work completed at the direction of OSD.

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Remove carpet and install VCT in Administration Building clerical area per owners direction

Phase	Category	Description	Subcontractor	Quote
096500	71140	Remove carpet and install VCT in Administration Building clerical area per owners direction	THE M.S. ROUSE COMPANY	1,657.00
260010	71140	Remove existing and furnish and install new floor box flush covers per owners request	TAFT ELECTRIC COMPANY	477.00
			Subtotal	2,134.00
007480	71160	Subguard	1.15%	24.54
007410	71160	Builders Risk	0.6%	12.95
007420	71160	General Insurance	1.15%	24.82
007510	71160	P&P Bond	1%	21.34
991000	79999	Change Order Fee	5%	109.82
			Markup Subtotal	193.47
			PCI Total	2,327.47

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,327.47.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 4/24/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



THE M.S. ROUSE
C O M P A N Y

1611 Kona Drive
Rancho Dominguez CA 90220

www.rousecompany.com
310-764-4695
310-764-4313

Change Order Request

COR Number: 002

Date: 3/18/2019

Project Number: 160356

Contract Date: 6/20/2018

To:	Project:
Swinerton Builders 865 S. Figueroa Street Suite 3000 Los Angeles CA 90017	Lemonwood K-8 2200 Carnegie Ct. Oxnard CA 93033

Description of Change:

COR for Lemonwood School Job #16055106 Admin Bldg 3. Demo of Carpet, Glue removal, Floor Prep and Install VCT. Electrical Boxes Repair.2/28/19-03/01-19.

Project Original Contract Sum	393,504.25
Total of Previously Approved Change Orders	15,690.00
Contract Amount Prior to this Change Order	409,194.25
Proposed Contract Amount of this Change Order	1,657.68
Proposed Contract Amount Including this Change Order	410,851.93

Accepted By:

_____ Contractor (Company Name)	_____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	



THE M.S. ROUSE
C O M P A N Y

1611 Kona Drive
Rancho Dominguez CA 90220

www.rousecompany.com
310-764-4695
310-764-4313

Change Order Request

COR Number: 002

Date: 3/18/2019

Project Number: 160356

Contract Date: 6/20/2018

To: Swinerton Builders	Project: Lemonwood K-8
-------------------------------	-------------------------------

Item	Description	Quantity UOM	Unit Price	Extended Price
01 - Flooring				
	Misc. Labor	12.00 HR	79.50	953.99
	Ardex Feather Finish	4.00 EA	21.73	86.93
	Taylor 3033 VCT adhesive	2.00 EA	20.00	40.00
	Chapco 400 Cove Base Adhesive	1.00 EA	20.00	20.00
	VCT Armstrong Granny Smith and Camel Be	405.00 SF	1.10	446.51
	RB-1 Johnsonite #33 Adobe Peach 4" Cove	100.00 EA	1.10	110.25
			Flooring Total:	1,657.68
			Change Order Total:	1,657.68

Field Work Authorization Form

Job Name Lemonwood School
 Job Address _____

Job # 16055106
 Job Contact MARK TRAIL
 Salesperson _____

Specific location of work being done (i.e. building, floor, room, area of room, etc.):

ADMIN - BLDG. 3

Description of work to be performed:

demo of carpet - glue removed screed -
Floor Prep - Install Vct - Electrical boxes
Electrical Floor Boxes repair - 25ft of base

Materials used:

2 gallons of vct glue 4 bags Ardex Feather Finish
1 gallon of base glue - Travel time

Authorization work Performed by:	Regular Hours	Overtime Hours
1. <u>Fabian Ramirez</u>	<u>8</u>	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

Customer comments

I certify that I hold Authorization to order or change as stated above by the persons contracting the above job with no penalty to Inside Edge Commercial Interior Service; payment therefore will be made upon submission of the appropriate billing.

Mark Trail
 Authorized Customer Signature

2/28/19
 Date

 Customer Approval Reference Number

Field Work Authorization Form

Job Name Lemanwood
Job Address _____

Job # _____
Job Contact _____
Salesperson _____

Specific location of work being done (i.e. building, floor, room, area of room, etc.):

Admin - Bldg. 3

Description of work to be performed:

Completed VCT - Base Electrical Floor boxes transition

Materials used:

VCT - 350 SF - one box of base

Travel Time

Authorization work
Performed by:

Regular Hours

Overtime Hours

1. Fabian Penney
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Regular Hours	Overtime Hours
<u>14</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Customer comments

I certify that I hold Authorization to order or change as stated above by the persons contracting the above job with no penalty to Inside Edge Commercial Interior Service; payment therefore will be made upon submission of the appropriate billing.

Scanlon
Authorized Customer Signature

Date

3, 1, 19

Customer Approval Reference Number

1 1



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 106

Date:

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Admin Floorbox Covers		Submitted

Reference	Required By	Days Req	Amt Req
		0	477

Notes

We are submitting the above cost to swap out (4) admin floorbox covers with blank covers

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____

Name _____

Date _____

Matt Gobuty

Subject: FW: 2241 Lemonwood FPFFTCNK

From: Balta Nunez <balta.nunez@mainelectricsupply.com>
Sent: Wednesday, April 3, 2019 1:08 PM
To: Matt Gobuty <mgobuty@taftelectric.com>
Subject: RE: 2241 Lemonwood FPFFTCNK

Hi Matt,
Here you go Sir.

(4) FPFFTCNK \$117.66/EA. Plus Freight.
STOCK IN NORTH CAROLINA

Thank you Sir,



Balta Nunez | Inside Sales

949-833-3052 Office
949-405-5345 Cell
3600 W. Segerstrom Ave., Santa
Ana, CA 92704
www.mainelectricsupply.com
[Other Locations](#)
[Company Email Disclaimer](#)





SWINERTON

March 25, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0482 Add street identification number to Administration building per Fire Marshall direction

Dear Mr. Mera,

We request a Change Order to our contract for the following:

At the direction of the local Fire Marshall, add "2001" to the Administration building

Phase	Category	Description	Subcontractor	Quote
101400	71140	At the direction of the local Fire Marshall, add "2001" to the Administration building	A GOOD SIGN & GRAPHICS CO	787.75
			Subtotal	787.75
007480	71160	Subguard	1.15%	9.06
007410	71160	Builders Risk	0.6%	4.78
007420	71160	General Insurance	1.15%	9.16
007510	71160	P&P Bond	1%	7.88
991000	79999	Change Order Fee	5%	40.54
			Markup Subtotal	71.42
			PCI Total	859.17

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **859.17**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

 X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 3/25/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



SWINERTON

April 1, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0483 Wax VCT floors per the owners specification using Clarion 25

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Wax VCT floors per owners specification

Phase	Category	Description	Subcontractor	Quote
01742301	71140	Wax VCT floors per owners specification	EL PRADO CLEANING SERVICES, INC.	6,042.00
			Subtotal	6,042.00
007480	71160	Subguard	1.15%	69.48
007410	71160	Builders Risk	0.6%	36.67
007420	71160	General Insurance	1.15%	70.28
007510	71160	P&P Bond	1%	60.42
991000	79999	Change Order Fee	5%	310.92
			Markup Subtotal	547.77
			PCI Total	6,589.77

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **6,589.77**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 4/01/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



24707 Abita Avenue • Lomita, CA 90717
 Phone: (310) 326-9505 • Fax: (310) 326-1837
 License No. 928698

March 22, 2019

CHANGE ORDER REQUEST # 1
Swinerton Builders
2200 Carnegie Court
Oxnard, CA 93033
Project Name: Lemonwood K-8 School LLB

1.	<u>Labor Cost</u>		
a.	Added Labor Cost:	Apply wax to District Standard	<u>\$ 6,042.00</u>
b.	Added Labor Cost:	Job Work Order #	
c.	Deleted Labor Cost:	(units @ \$ _____): (\$ _____)	
d.	Net Labor Cost:	Add /Deduct	\$ 6,042.00
2.	<u>Material Cost</u>		
a.	Added Material Cost:	(units @ \$ _____): (\$ _____)	
b.	Deleted Material Cost:	(units @ \$ _____): (\$ _____)	
c.	Net Material Cost:	Add /Deduct	\$
3.	<u>Equipment Cost (Itemized):</u>	Add/Deduct	\$ _____
4.	Subtotal:	Add/Deduct	\$ _____
5.	O.H. & Profit @ 15%:		\$
6.	G.L or OCIP Participation at __%:		\$ _____
7.	Bond or Subguard @ __%:		\$ _____
8.	Total:	Add/Deduct	\$ 6,042.00

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

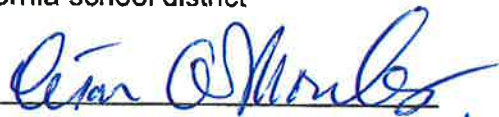
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Ratification of Change Order No. 021 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project (Penanhoat/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.

Over the course of the construction of the Lemonwood Elementary School Reconstruction Project, the City approved Off-Site Permit plans included additional modifications to the original contract scope. An example of this includes the addition of a new pedestrian ADA access ramp on San Mateo Place and the replacement of a concrete drive approach on Carnegie Court (PCI’s No. 0437 and No. 0438). This change order also includes a credit for the unused funds for the Off-site Permit Allowance (PCI No. 0475). Change Order No. 021 provided for the Board’s ratification of three (3) change order proposals with the following scope of work:

- PCI No. 0437- Add new pedestrian access ramp on San Mateo Place
- PCI No. 0438- Remove and replace concrete drive approach on Carnegie Court
- PCI No. 0475- Off-site Permit Allowance

FISCAL IMPACT

Thirty-Five Thousand Twenty-Six Dollars and Zero Cents (\$35,026.00) to be charged to the Master Construct and Implementation Funds. The Board’s ratification of this increase to the overall project budget constitutes approval of the allocation of \$35,026.00 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 021 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #021, Swinerton Builders (2 Pages)
- PCI No. 0437- Add new pedestrian access ramp on San Mateo Place (10 Pages)
- PCI No. 0438- Remove and replace concrete drive approach on Carnegie Court (3 Pages)
- PCI No. 0475- Off-site Permit Allowance (2 Pages)
- Construction Services Agreement #15-198 (19 Pages)



CHANGE ORDER

Date: 06.05.2019

CHANGE ORDER NO. 021

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
3 MacArthur Place, Ste. 850
Santa Ana, CA 92707

CONTRACTOR:

Swinerton Builders
865 S. Figueroa St.,
Los Angeles, CA 90017
Attn: Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-020)	\$ 4,017,308.82
ADJUSTED CONTRACT SUM.....	\$ 33,593,206.73
NET CHANGE -	\$ 35,026.00
Total Change Orders to Date: (001-021)	\$ 4,052,334.82
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 021.....	\$ 33,628,232.73

Commencement Date:May 23, 2016
Original Completion Date:July 23, 2018
Original Contract Time:791 Calendar Days
Time Extension for all Previous Change Orders:297 Calendar Days
Time Extension for this Change Order:0 Calendar Days
Adjusted Completion Date:May 16, 2019

Percentage (13.70%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI No. 0437- Add new pedestrian access ramp on San Mateo Place				\$36,703.00
2.	PCI No. 0438- Remove and replace concrete drive approach on Carnegie Court				\$23,323.00
3.	PCI No. 0475- Off-site Permit Allowance				(\$25,000.00)
	Totals	-	-	-	\$35,026.00

Total Change Order No. 020 \$ 35,026.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



SWINERTON

February 5, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0437 Create new Pedestrian access ramp on San Mateo Place

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Contract documents did not provide for new pedestrian access ramp on San Mateo Place. City of Oxnard Off-site permit drawings issued after construction started has added this additional scope

Phase	Category	Description	Subcontractor	Quote
321216	71140	Add new pedestrian access ramp on San Mateo Place; add thermoplastic pedestrian striping and signage	BC RINCON CONSTRUCTION, INC.	2,530.00
321216	71140	Add new pedestrian access ramp on San Mateo Place. Saw cut and demo existing concrete approach; rough grade and dispose of debris and soils, saw cut existing asphalt paving and asphalt patch back	BC RINCON CONSTRUCTION, INC.	15,649.13
321313	71140	Add new pedestrian access ramp on San Mateo Place. Fine grade, form and place concrete curb and gutter, concrete ramps with truncated dome mats	SANTA CLARITA CONCRETE	15,473.00
			Subtotal	33,652.13
007480	71160	Subguard	1.15%	387.00
007410	71160	Builders Risk	0.6%	204.24
007420	71160	General Insurance	1.15%	391.45
007510	71160	P&P Bond	1%	336.52
991000	79999	Change Order Fee	5%	1,731.74
			Markup Subtotal	3,050.95
			PCI Total	36,703.08

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **36,703.08.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our



SWINERTON

schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..

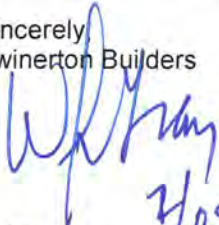
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders



2/05/2015

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



BC RINCON CONSTRUCTION, INC.
67 East La Loma Avenue Somis CA 93066
Phone: 805-981-0690 Fax: 805-485-4705
AR@BCRINCON.COM

JOB #: 16-123 CCO#9

DATE: 12/3/2018

TO: Swinerton Builders

17731 Mitchell North, Suite 200

Irvine, CA

PROJECT: 2200 Carnegie Ct., Oxnard, CA 93033

DESCRIPTION: Striping

	<u>QTY</u>		<u>UNIT</u>	<u>AMOUNT</u>
1) Install Yellow Thermoplastic Crosswalk Install W11-2 & W16-7P Signs & Post Per Plan	1	LS	\$2,200.00	\$2,200.00
2) Overhead & Profit 15%	1	LS	\$330.00	\$330.00

Total

\$2,530.00

Original Contract	<u>\$464,411.00</u>
Other Approved Change Orders	<u>\$9,304.92</u>
This Request	<u>\$2,530.00</u>
Other Pending Request	<u>\$11,995.11</u>
Total Contract and Approved Change Orders	<u>\$473,715.92</u>

Authorized Signature:
BC Rincon Construction

Date: 12/3/18

Authorized Signature: _____

Date: _____



BC RINCON CONSTRUCTION, INC.
 67 East La Loma Avenue Somis CA 93066
 Phone: 805-981-0690 Fax: 805-485-4705
 AR@BCRINCON.COM

JOB #: 16-123 CCO#12
 DATE: 1/18/2019
 TO: Swinerton Builders
 17731 Mitchell North, Suite 200
 Irvine, CA

PROJECT: 2200 Carnegie Ct., Oxnard, CA 93033

DESCRIPTION: T&M Work: R&R, Asphalt Concrete Patch Back to Concrete as Needed, Saw Cut 5' from Curb off Site on San Mateo

	<u>QTY</u>		<u>UNIT</u>	<u>AMOUNT</u>
Friday, January 4, 2019				
1) Labor:				
3 Operator Regular Hours	22	HR	\$96.00	\$2,112.00
Operators Overtime Hours	5	HR	\$144.00	\$720.00
4 Laborers Regular Hours	32	HR	\$82.00	\$2,624.00
Laborers Overtime Hours	8	HR	\$123.00	\$984.00
Drive Time	3	HR	\$31.50	\$94.50
2) Equipment:				
Tool Truck	1	Day	\$200.00	\$200.00
Patch Truck	1	Day	\$275.00	\$275.00
Skip Loader	1	Day	\$250.00	\$250.00
Rollers	2	Day	\$225.00	\$450.00
Back Hoe	1	Day	\$395.00	\$395.00
Ten Wheeler Operated Hourly	3.5	HR	\$92.00	\$322.00
3) Materials:				
58.01 Tons of Asphalt Concrete	1	LS	\$4,350.00	\$4,350.00
Tack Oil	19	Gal	\$4.00	\$76.00
Diamond Rock Cutting	1	LS	\$425.00	\$425.00
Servant Trucking	1	LS	\$380.00	\$380.00
4) Overhead & Profit 15%				
	1	LS	\$1,991.63	\$1,991.63
	<u>Total</u>			<u>\$15,649.13</u>

Original Contract	\$464,411.00
Other Approved Change Orders	\$34,869.18
This Request	\$15,649.13
Other Pending Request	\$8,242.96
Total Contract and Approved Change Orders	\$499,280.18

Authorized Signature:
 BC Rincon Construction

Date: 1/18/19

Authorized Signature: _____

Date: _____



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-030
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	2/4/19
REFERENCE	As Directed

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to perform additional scope as requested by Swinerton Builders: Form and pour 1568 sf paving and re-grade, form and pour 480 sf paving with ramp and domes as directed.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10524	P/F concrete	Rooms 501, 502, 512	12/26/19	Unit pricing	paving	R	1568	Sf	\$15.00	\$23,520.00
AWA-10524	P/F concrete	Rooms 501, 502, 512	12/26/19	Unit pricing	paving	R	480	Sf	\$15.00	\$7,200.00
AWA-10524	P/F concrete	Rooms 501, 502, 512	12/26/19	Unit pricing	grading	R	480	Sf	\$2.50	\$1,200.00
AWA-10524	P/F concrete	Rooms 501, 502, 512	12/26/19	Unit pricing	domes	R	12	Sf	\$21.87	\$262.44

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
 SCC assumes no responsibility for damage to adjacent surfaces/landscaping for any reason.

EXTENSION OF CONTRACT DURATION-->

1 Day

SUB-TOTAL	\$32,182.44
P&O	\$4,827.37
TOTAL FOR THIS COR	\$37,009.81

Flatwork around ECIC to provide ADA access
 to Administration office. 27048

San Mateo ped access ramp

9962



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10524

ADDITIONAL WORK AUTHORIZATION

DATE: 12-26-18 Thur
1-4-19

CUSTOMERS NAME Swinerton
STREET _____
CITY _____ STATE _____

JOB NAME Lemonwood
STREET _____
CITY _____
JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Form & pour 1,568 SF. of 4" paving no rebar "broomed"
462^{SF} - by room 501, 817^{SF} by room 509, 292^{SF} by room 512

Regrade, form & pour 480^{SF} - of city sidewalk
with handicap ramp in the middle w/ truncated dome 3'x4'

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 1/4/19
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE _____ DATE: _____
(Contractor signs here)



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-028
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	2/4/19
REFERENCE	As Directed

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to perform additional scope as requested by Swinerton Builders: grading of city sidewalk and handicap ramp at San Mateo.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10569	grading	San Mateo	12/19/19	Carpenter	Foreman	R	6	Hr	\$109.86	\$659.16
AWA-10569	grading	San Mateo	12/19/19	Carpenter	Journeyman	R	18	Hr	\$99.33	\$1,787.94
AWA-10569	grading	San Mateo	12/19/19	Equipment	Sklploader	R	1	Day	\$200.00	\$200.00
AWA-10569	grading	San Mateo	12/19/19	Equipment	Whacker	R	1	Day	\$240.00	\$240.00
AWA-10569	grading	San Mateo	12/19/19	Equipment	Elec Hammer	R	1	Day	\$120.00	\$120.00

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
 SCC assumes no responsibility for damage to adjacent surfaces/landscaping for any reason.

EXTENSION OF CONTRACT DURATION-->

1 Day

SUB-TOTAL	\$3,007.10
P&O	\$451.07
TOTAL FOR THIS COR	\$3,458.17

152/73
 PC1
 437



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 70565

ADDITIONAL WORK AUTHORIZATION

DATE: 12-19-18

CUSTOMERS NAME Swinerton
STREET _____
CITY _____ STATE _____

JOB NAME Lemonwood K-8 school
STREET _____
CITY _____
JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Extra to Contract. Swinerton. Direct us to
Do some Grating. City walkway and Handicap Ramp
South East of Project allon. San Mateo. Ph
Remove Dirt spoil away
Total man Count 4. 1 foreman 3 Carpenter
Total man Hours 32 8 hours Each
1) skip loader 24 hrs orig
1) Jumping Jack
1) Electrical Hammer

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____
TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:
AUTHORIZING SIGNATURE [Signature] DATE: 12/19/18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.
AUTHORIZING SIGNATURE _____ DATE: _____
(Contractor signs here)



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-029
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	2/4/19
REFERENCE	As Directed

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to perform additional scope as requested by Swinerton Builders: Form and pour 51 Lf of curb and gutter on San Mateo with Ramp at mid point.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
	Curb/Gutter	San Mateo	12/27/19	Unit	curb/gutter	R	51	Lf	\$35.00	\$1,785.00

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
 SCC assumes no responsibility for damage to adjacent surfaces/landscaping for any reason.

EXTENSION OF CONTRACT DURATION-->

1 Day

SUB-TOTAL	\$1,785.00
P&O	\$267.75
TOTAL FOR THIS COR	\$2,052.75



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10522

12-27-18

ADDITIONAL WORK AUTHORIZATION

DATE: 12-28-18

CUSTOMERS NAME Sainerton

JOB NAME Lemonwood

STREET _____

STREET _____

CITY _____ STATE _____

CITY _____

JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Formed and poured 51' of City curb & gutter on San Mateo w/ ramp in the middle

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature]
(Customer signs here)

DATE: 1/4/19

We hereby agree to furnish material and labor — complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE _____
(Contractor signs here)

DATE: _____



SWINERTON

January 23, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0438 Remove and replace concrete drive approach on Carnegie Court per City of
Oxnard "B" permit drawing comments

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Per City of Oxnard Off-site permit drawings, hand written note 18 was added to the drive approach on Carnegie Court

Phase	Category	Description	Subcontractor	Quote
321216	71140	Remove and replace concrete drive approach on Carnegie Court	BC RINCON CONSTRUCTION, INC.	21,383.92
			Subtotal	21,383.92
007480	71160	Subguard	1.15%	245.92
007410	71160	Builders Risk	0.6%	129.78
007420	71160	General Insurance	1.15%	248.74
007510	71160	P&P Bond	1%	213.84
991000	79999	Change Order Fee	5%	1,100.42
			Markup Subtotal	1,938.70
			PCI Total	23,322.62

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **23,322.62.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/23/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



BC RINCON CONSTRUCTION, INC.

67 East La Loma Avenue Somis CA 93066

Phone: 805-981-0690 Fax: 805-485-4705

AR@BCRINCON.COM

JOB #: 16-123 CCO#13

DATE: 1/16/2019

TO: Swinerton Builders

17731 Mitchell North, Suite 200

Irvine, CA

PROJECT: 2200 Carnegie Ct., Oxnard, CA 93033

DESCRIPTION: Remove & Replace Drive Approach on Carnegie Court at Bus Loop

Remove & Replace Concrete Drive Approach Per Plan Sheet

1 thru 3 of 3 Dated 11-22-16(Carnegie Court Bus Loop)

	<u>QTY</u>		<u>UNIT</u>	<u>AMOUNT</u>
1) Remove Existing Concrete Drive Approach, Sidewalk, Curb & Gutter & Haul Spoils from Job Site	1	LS	\$3,600.00	\$3,600.00
2) Rough Grade Area to Receive New Concrete Drive Approach	1	LS	\$895.00	\$895.00
3) Construct City of Oxnard 4" Thick Sidewalk on 4" of Sand Per City Plate 113	68	SF	\$15.59	\$1,060.12
4) Construct City of Oxnard 7" Thick Concrete Drive Approach w/#4 Rebar 12" o.c Both Ways on 4" of Sand Per City Plate 116	240	SF	\$29.72	\$7,132.80
5) Weed Kill	1	LS	\$200.00	\$200.00
6) Truncated Domes	24	SF	\$39.60	\$950.40
7) Tack Vertical Edges & Construct Asphalt Patch Back at New Drive Approach	240	SF	\$31.44	\$7,545.60
	Total			\$21,383.92

Original Contract	\$464,411.00
Other Approved Change Orders	\$9,304.92
This Request	\$21,383.92
Other Pending Request	\$15,272.61
Total Contract and Approved Change Orders	\$473,715.92

Authorized Signature: _____

BC Rincon Construction

Date: _____

1-16-19

Authorized Signature: _____

Date: _____



SWINERTON

February 21, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0475 Credit off-site permit allowance

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Credit off-site permit allowance

Phase	Category	Description	Subcontractor	Quote
510003	71180	Credit off-site permit allowance		-20,000.00
510007	71180	Credit off-site permit allowance		-5,000.00
			Subtotal	-25,000.00
			%	
			Markup Subtotal	
			PCI Total	-25,000.00

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-25,000.00.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.



SWINERTON

Sincerely
Swinerton Builders

[Handwritten signature]
2/21/2019

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

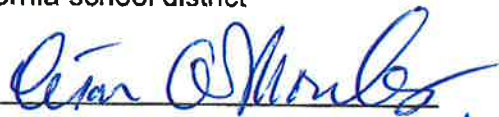
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 5, 2019

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Resolution #18-35 to Close Measure R Bond Construction Fund (Fund 213) (Penanhoat/Crandall Plasencia)

The Measure R Bond Construction Fund (Fund 213) was established to account separately for Measure R expenditures, specifically for the purpose of managing Measure R Bond proceeds and expenditures on modernization. Those funds have been completely exhausted and the intended modernization projects have been completed.

The Board's approval of Resolution #18-35 is requested to close the Measure R Bond Construction Fund (Fund 213).

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #18-35 to close the Oxnard School District Measure R Bond Construction Fund (Fund 213).

ADDITIONAL MATERIAL

Attached: Resolution #18-35 (2 pages)

RESOLUTION #18-35

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT TO CLOSE MEASURE R BOND CONSTRUCTION
FUND (FUND 213)**

WHEREAS, the Oxnard School District Measure R Bond Construction Fund (Fund 213) was established for the purpose of managing Measure R Bond proceeds and expenditures; and

WHEREAS, those funds have been completely exhausted and the intended modernization projects have been completed; and

WHEREAS, it is therefore appropriate to close the Measure R Bond Construction Fund (Fund 213);

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District directs the administration to close the Oxnard School District Measure R Bond Construction Fund (Fund 213).

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 5th day of June, 2019.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #18-35 adopted at a regular meeting place thereof on the 5th day of June, 2019, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 5, 2019

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

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

Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2019/2020 (Penanhoat/Franz)

In an effort to reduce costs and reduce continuous board approval requests throughout the year, District Administration requests the Board's approval to use piggyback bids to purchase products and services. The District has used piggyback bids such as California Multiple Award Schedules (CMAS), CalSave, Los Angeles Unified School District contracts, National Intergovernmental Purchasing Alliance (National IPA), National Joint Powers Alliance (NJPA), U.S. Communities and Western States Contracting Alliance to purchase computers, equipment, office supplies, custodial supplies, copiers, furniture, printers and more.

The State of California Department of General Services (DGS) and Public Contract Code §20118 allow school districts to participate in Cooperative Purchasing Programs. Districts and other agencies throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other Districts, if beneficial, to bypass their own bid process and utilize goods or services that have already been bid. Large districts purchasing a high volume of goods/services that include a piggyback clause in their contracts, will allow other districts to benefit in the cost savings. Purchasing staff will evaluate and compare bid pricing of available programs to determine the most cost effective avenue for the District.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

ADDITIONAL MATERIAL(S):

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/5/19

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA X

Agreement Category:

_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____

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

REQUEST FOR APPROVAL OF INCREASE TO MEAL PRICES (Penanhoat/Lugotoff)

Effective July 1, 2011, the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) requires that school food authorities (SFA's) participating in the National School Lunch Program ensure that schools provide the same level of support for paid lunches as they do for lunches served to students eligible for free lunches. SFA's currently charging less than \$3.00 for a paid lunch may be required to either gradually increase prices or provide additional non-Federal support for their lunches. The law caps the required increase in the paid meal prices at \$.10 in any year.

The Oxnard School District Child Nutrition Services program currently charges students ineligible for free or reduced meals \$2.55 for lunch. It is now necessary to increase that meal price to **\$2.65** for lunch in order to implement the abovementioned provision.

The Administration is requesting the Board's approval of the increased meal price of **\$2.65** for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2019-20 fiscal year.

Effective the 2018-19 fiscal year, all students in Oxnard School District receive meals free of charge through the Community Eligibility Provision (CEP). It is still necessary to incrementally increase the meal prices in order to remain in compliance with the Healthy, Hunger-Free Kids Act of 2010.

FISCAL IMPACT

The Child Nutrition Fund will experience a slight increase in revenue due to the price increases per paid meal.

RECOMMENDATION

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

ADDITIONAL MATERIAL

Attached: None.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **June 5, 2019**

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

Personnel Actions (Vaca)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

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

ADDITIONAL MATERIAL:

- Certificated Personnel Actions (one page)

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

Alcala, Sergio	Teacher, SPED M/M	May 27, 2019
Allison, Shereen	Psychologist	August 9, 2019
Almanza, Gracie	Psychologist	August 9, 2019
Carroll, Larry	Principal	July 1, 2019
Hanneman, Yoonmy	Psychologist	August 9, 2019
Higa, Tyler	Principal	July 1, 2019
Toro, Sienna	Teacher, SPED M/M	August 19, 2019
Melendez, Monique	Substitute Teacher	2018/2019 School Year
Rivera, Dianne	Substitute Teacher	2018/2019 School Year
Winston, David	Substitute Teacher	2018/2019 School Year
Zendejas, Daniel	Substitute Teacher	2018/2019 School Year

Resignations

Hereford, Tamara	Teacher, SPED M/S	June 14, 2019
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Promotion

Elizarraraz, Gilberto	Principal	July 1, 2019
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OSD BOARD AGENDA ITEM

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

Date of Meeting: **June 5, 2019**

- A. Preliminary Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category: _____
- D. Action Items X _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Variable Term Waiver for Bilingual Authorization for 2018-19 for Coraima Alfaro (Vaca)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver, as described under Education Code 44253.3, for Coraima Alfaro to serve as a Dual Language Instruction (DLI) seventh grade teacher at Soria, K-8 School for the 2018-19 school year until the employee takes and passes the California Teacher of English Learners (CTEL) examinations and obtains bilingual authorization.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Coraima Alfaro for the 2018-19 school year, as presented.

ADDITIONAL MATERIAL:

None.

DISTRICT GOAL(S):

District Goal One: All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

Regular Board Meeting
May 15, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, May 15, 2019 at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees, Debra Cordes, Jesus Vega, Monica Madrigal Lopez and Denis O’Leary. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro.

ROLL CALL

Ms. Sally Wennes, Principal at Lemonwood School, Academy of Communication, Arts and Technology, introduced Logan Plascencia, 4th grade student in Mrs. Alvear’s class who lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Guadalupe Jimenez, 7th grade student in Mrs. Perez’ class read the District’s Vision and Mission in English and Andrea Salvador Velasco, 5th grade student in Mrs. Llamas’ class read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Principal Sally Wennes provided a short presentation to the Board regarding Lemonwood School, Academy of Communication, Arts and Technology. The presentation highlighted Lemonwood focus on Academics, Athletics, Strands, PBIS, Parent Involvement and also completion of the construction project.

PRESENTATION BY LEMONWOOD SCHOOL, ACADEMY OF COMMUNICATION ARTS AND TECHNOLOGY

Following the presentation, President Robles-Solis gave a token of appreciation on behalf of the Board to the students that participated in the meeting.

A.5 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the agenda as amended:

ADOPTION OF THE AGENDA

- *On item D4 Approval of Agreement #19-07, where it reads “School Safety Funds” should read “Supplemental and Concentration Funds”. The Agenda Report was revised.*

A.6 The Board of Trustees and the Oxnard School District administration recognized those students who participated in the Cesar Chavez Art and Writing Contest held on Monday, April 1st, 2019 and were recipients of the award. Dr. Batista, Director of English Learners Services and Ms. Thomas, Director of Curriculum, Instruction and Accountability presented the awards.

RECOGNITION OF CESAR CHAVEZ ART AND WRITING CONTEST AWARDS

A.7 On motion by Trustee Cordes, seconded by Trustee O’Leary and after a roll call vote of 5-0, the Board of Trustees approved and presented Resolution #18-34. Ms. Kristin Haidet and Ms. Mary Truax gave a brief presentation on the DHH and SOP programs within the Special Education Department.

ADOPTION AND PRESENTATION OF RESOLUTION #18-34 “BETTER HEARING AND SPEECH MONTH” MAY 2019 (Motion# 18-133)

A.8 There were no requests for public participation. PUBLIC PARTICIPATION

A.9 ANNOUNCEMENTS PRIOR TO CLOSED SESSION May 15, 2019: CLOSED SESSION
The Board recessed to Closed Session to consider the following:

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS: Existing litigations
 - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (*Education Code 8912; 20 U.S.C. Section 1232g*):

- Consider the Request to Expel Student(s):
 - Case No. 18-12 (Action Item)
 - Case No. 18-13 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP, the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Public Employee Appointment: Superintendent
- Reassignment, Appointment:
 - Principal, K-8 (2 positions)
 - Principal, Middle School

A.10 Trustees convened to closed session at 5:52 p.m. until approximately 7:02 p.m. to discuss items on the closed session agenda. CLOSED SESSION

A.11 President Robles-Solis informed there was nothing to report and that the Board would return later to closed session. REPORT ON CLOSED SESSION

A.12 The Board recognized Oxnard School District students' efforts towards achieving The Seal of Biliteracy, through the OSD Pathway Towards Biliteracy Award. This award celebrates students in 5th grade and in 8th grade who met the established criteria demonstrating progress towards biliteracy. Ms. Araceli Fox introduced principals Ms. Christine McDaniels, Dr. Leticia Ramos and Ms. Confidence Johnson from Curren, Elm and Soria respectively who presented the students awarded. RECOGNITION OF STUDENTS - OXNARD SCHOOL DISTRICT'S PATHWAY TO BILITERACY AWARDS

A.13 Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services provided a presentation to the board on the Oxnard School District Teacher Pathway program. Dr. Vaca introduced Dr. Ed Bond who walked the Board through the increase of Special Education and the shortage of special education teachers. Lisbeth Banales shared her experience. Dr. Vaca also introduced Michelle Stairing who shared information on the test preparation component of the program for the classified staff.

PRESENTATION –
OXNARD SCHOOL
DISTRICT TEACHER
PATHWAY PROGRAM

A.14 Dr. Ginger Shea, Manager of Special Programs and Services presented to the Board the expanded learning programs provided to Oxnard students and families. The presentation included a brief overview of the content and the success of the workshops for parents Success on Going to High School and Beyond, a review of the Summer 2019 program and update on the After School Education and Safety program.

PRESENTATION –
AFTER SCHOOL
PROGRAM AND
SUMMER SCHOOL
2019

B.1 Trustee Madrigal Lopez read the rules for individual participation in English and in Spanish.

PUBLIC COMMENTS

- Ann Romero, shared her concern about the teacher’s salaries.
- Debra Cordes, spoke on behalf of Ocotlán Sisters Cities, to deliver reading incentives for three different schools.
- Hugo Alcalá, donated his time to Reyna Moreno.
- Reyna Moreno, Outreach Specialist, shared her concern about reductions and cuts.
- Alex Burum, Optimist Club thanked the teachers, Board and Superintendent for their job.
- Claudia Andrade, donated her time to Maria Skinner.
- Maria Skinner, shared her concern about the lack of paraeducators on special education.
- Jeff Lawhead, donated his time to Manuel Hernandez.
- Manuel Hernandez, asked for a reasonable pay for teachers. Questioned District expenditures.
- Megan Young, donated her time to Stephanie Hammer.
- Stephanie Hammer, teacher at Brekke School, shared her concern about the instructional assistants shortage in TK and K.
- Randy Culver, donated her minutes to Suzanne Dempsey.
- Suzanne Dempsey, shared her concern about the 0% offer for teachers at Oxnard School District.
- Kim Soto donated her time to Stacy Thurman
- Stacey Thurman, President of the Oxnard Educators Association, shared her concern about the salary increase and class size.
- Jose Manuel Bravo, not present.
- Hernan Gonzales, member of Carpenters Union, shared her concern about the hour reductions.
- Tyler Daugherty supports the Project Labor Agreement for the Seabridge.
- Mercy Urrea, South West Trade Counsel Carpenters, expressed his support for the Project Labor Agreement.
- Tony Skinner, Executive Secretary Treasurer of the Tri County Building and Construction Trade Counsel, expressed his support for the Project Labor Agreement.
- Emilio Guzman, not present.

D.2 Public comments

PUBLIC COMMENTS

- Two students from Oxnard School District, Desiree Luis and Kimberli Oregel advocated for the name change of Haydock School.
- Francisco Barba, community member and former principal at Haydock School, spoke in favor of the name change for Haydock School.
- Ana del Rio Barba, supported the name change for Haydock School.

Following a discussion, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0, the Board of Trustees approved to establish a school name committee for the Seabridge school and direct staff to prepare a study regarding the name of Haydock Academy according to the following steps:

RECOMMENDATION TO BEGIN THE PROCESS OF SELECTING A NAME FOR A NEW SCHOOL AND RENAMING AN EXISTING SCHOOL (Motion# 18-134)

1. New School Name/Seabridge
 - a. Create a Board and Citizen committee to solicit input from District stakeholders. (The Board Policy recommends appointment of citizen oversight committee)
 - b. Create community survey
 - c. Report to the Board on community input
 - d. Committee recommends 3 names to the Board
 - e. Board selects final name

2. Possible re-naming Haydock Academy of Arts & Sciences
 - a. District administration conducts study regarding current name
 - b. Board considers finding of study and makes findings to determine if new school name should be established.
 - c. If school name is to be changed then Create a Board and Citizen committee to solicit input from site and District stakeholders.
 - d. Create community survey
 - e. Report to the Board on community input
 - f. Committee recommends 3 names to the Board
 - g. Board selects final name.

B.2 On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0 the Board of Trustees authorized the District to enter into contract negotiations for the 2019-20 school year and any additional years as may be mutually agreed upon by the parties, to negotiate the items listed below:

PUBLIC HEARING RE: SUNSHINE OF THE OXNARD SUPPORTIVE SERVICES ASSOCIATION (OSSA) AND THE OXNARD SCHOOL DISTRICT’S (DISTRICT) INITIAL PROPOSALS FOR 2019-2020 NEGOTIATIONS, PURSUANT TO GOVERNMENT CODE SECTION 3547 (Motion# 18-135)

- Article 4 Payroll Deductions
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions: Disaster Leave
- Article 16 Salaries
- Article 17 Professional Growth
- Article 18 Fringe Benefits
- Article 23 Term

C On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the Consent Agenda as presented.

CONSENT AGENDA
(Motion# 18-136)

C.1 Approved the following agreements:

(Approval of agreements)

Academic:

- #1 Agreement/MOU #18-235 with Kyle's Cartoon Platoon to provide two (2) student assemblies for students at Harrington School on June 6, 2019; amount not to exceed \$897.00, to be paid with Harrington PTA funds.

Special Education:

- ##18-231 with DrumBus, LLC to provide hands-on musical activities for Special Education students in Oxnard School District with the specific goals of increasing communication skills and students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills; amount not to exceed \$6,935.00, to be paid with Special Education Funds.
- #18-232 with Art Trek Inc. to work with the Special Education Department to provide Art Trek Site Instructors for grades K-8 for four weeks, amount not to exceed \$16,320.00, to be paid with Special Education ESY.
- #19-10 with Action Preparedness Training to provide CPR training and First Aid training to Special Education teachers and support staff as needed for the 2019-2020 school; amount not to exceed \$4,500.00, to be paid with Special Education funds.

Support Services:

- #18-233 with Teachers Test Prep Inc. to assist Oxnard School District Classified employees, who are pursuing their teaching credential, in passing their credentialing exams by improving their mastery of the subject matter on which they will be tested, i.e. CBEST and CSET. Participating employees will have six months of access to videos containing content knowledge of the specific tests, virtual tutoring, and test preparation materials such as practice tests and diagnostics. The District will purchase fifteen (15) California Basic Educational Skills Test (CBEST) and ten (10) California Subject Examinations for Teachers (CSET) Multiple Subject Core Plus online test preparation packages; amount not to exceed \$4,000.00, to be paid from the General Fund.
- #19-08 with Terra Firma Enterprises to provide reunification exercises will be brought to each of the 21 school sites in two phases over the next two years. For the first phase of this project, ten schools will be selected. The remaining schools will be completed in the 2020-2021 fiscal year under a new agreement, amount not to exceed \$37,000.00, to be paid with Safety Credits.
- #19-09 with Action Preparedness Training to provide CPR training and First Aid training to teachers and support staff as needed for the 2019-2020 school year; amount not to exceed \$4,500.00, to be paid from the General Fund.
- #19-11 with Diane Turini-Mize, LMFT, SEP to assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others; amount not to exceed \$92,000.00, to be paid with MAA funds.

C.2 Ratified the following agreements:

(Ratification of
Agreements)

Special Education:

- Ratification of Amendment #2 to Agreement #18-175 with City Impact Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department, ratification in the amount of \$90,000.00 is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is \$180,000.00, to be paid with Special Education funds.
- Amendment #1 to Agreement #18-201 with Alternative Behavior Strategies, LLC to provide applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services during the 2018-2019 academic school year. Amendment #1, in the amount of \$20,000.00, will increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of \$50,000.00, to be paid with Special Education funds.
- #18-230 with Assistance League, Non-Public School, NPS to provide services for the students listed below for the 2018-2019 school year, including Extended School year. The Non Public School provides a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements, amount not to exceed \$6,000.00, to be paid with Special Education funds.
- #18-234 with Winsor Learning Inc. to provide an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sondag System® 1 Reading Intervention Program. The training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sondag System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction; amount not to exceed \$11,000.00, to be paid with Special Education ESY funds.

C.3 Set the date of Wednesday, June 5, 2019 for a public hearing on the Oxnard School District 2019-20 Local Control Accountability Plan (LCAP).

(Setting of Date for Public Hearing – Oxnard School District 2019-20 Local Control Accountability Plan (LCAP))

C.4 Set the date of Wednesday, June 5, 2019 for a public hearing on the Oxnard School District 2019-20 Adopted Budget.

(Setting of Date for Public Hearing – Oxnard School District 2019-2020 Adopted Budget)

C.5 Approved the award of Field Contract #FC-P19-04393 to California Electric Company, in the amount of \$15,850.00, to be paid with Deferred Maintenance funds.

(Approval of Field Contract #FC-P19-04393 – California Electric Company)

C.6 Approved the award of Field Contract #FC-P19-04445 to EMCOR Services Mesa Energy, in the amount of \$52,120.00, to be paid with Deferred Maintenance funds.

(Approval of Field Contract #FC-P19-04445 – EMCOR Services Mesa Energy)

- C.7 District enrollment as of March 29, 2019 was 16,151. This is 439 less than the same time last year. District enrollment as of April 30, 2019 was 16,175. This is 398 less than the same time last year. (Enrollment Report)
- C.8 Approved Purchase Order/Draft Payment Report #18-09 as submitted. (Purchase Order/Draft Payment Report #18-09)
- C.9 Reviewed and accepted the 2018-2019 3rd Quarter Williams VCOE Activity Report, as presented. (2018-2019 3rd Quarter Williams VCOE Activity Report)
- C.10 Approved Personnel Actions, as presented (Personnel Actions)

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment. (Classified)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Lopez, Diana L.	Paraeducator III, Position # 2245 Special Education 5.75 hrs/ 183 days	04/30/2019
<u>Limited Term</u>		
Chavez Cedeno, Kassandra	Paraeducator (substitute)	05/14/2019
Davlos, Lateafa A.	Campus Assistant (substitute)	04/24/2019
Gadian, Melissa M.	Paraeducator (substitute)	04/23/2019
Lopez, Olivia V	Paraeducator (substitute)	04/22/2019
Lopez, Paulina A.	Paraeducator (substitute)	04/15/2019
Rivera, Elizabeth H.	Paraeducator (substitute)	04/22/2019
Salazar, Elida	Paraeducator (substitute)	04/22/2019
<u>Promotion</u>		
Lopez, Lisa V.	Paraeducator III, Position #2904 Special Education 5.75 hrs./183 days Campus Assistant Position #3014 Marina West 5.0 hrs.&180 days	04/27/2019
<u>Transfer</u>		
Ankrom, Karen A	Paraeducator III, Position #9221 Special Education 5.75 hrs./ 183 days Paraeducator III, Position #7850 Special Education 5.75 hrs./ 183 days	04/22/2019
<u>Leave of Absence</u>		
Mendez, Cindy V.	Preschool Assistant, Position #2663 Rose Avenue 3.0 hrs./183 days	04/22/2019
<u>Resignation</u>		
Canales, Catalina	Health Care Technician, Position #9032	05/07/2019

Guerrero Espinosa, Dalia A.	Pupil Services 7.0 hrs./183 days Family Liaison, Position #6405	04/26/2019
Hernandez, Julie V.	Ramona 6.0 hrs./ 180 days Paraeducator I, Position #7193	05/17/2019
Reppert, Amanda	Sierra Linda 4.83 hrs./183 days Child Nutrition Worker, Position #2616 Chavez 5.5 hrs./185 days	04/17/2019

Listed below are the 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. (Certificated)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Caballero, Jessica	Teacher, Curren	04/25/2019
Chavez, Yamilex	Substitute Teacher	2018/2019 School Year
Enriquez, Monica	Substitute Teacher	04/22/2019 School Year
Milton, William	Substitute Teacher	08/12/2019 School Year

Resignation

Garcia, Elena	Assistant Principal, Soria	June 30, 2019
Guerra, Teresa	Biliteracy TOSA, EL	May 3, 2019

Retirement

Curtis, Mary	Director of Curriculum and Instruction, Ed.	June 30, 2019
Flores Beck, Carol	Principal, Drifill	June 30, 2019

D.1 Public comments:

PUBLIC COMMENTS

- Anthony Mireles, expressed his support for the Project Labor Agreement.
- Francisco Barba, spoke in favor of the Project Labor Agreement.
- Ana del Rio Barba, expressed her support for the Project Labor Agreement.

After comments of the Board, on motion by Trustee Cordes, seconded by Trustee Vega and carried on a roll call vote of 5-0, the Board approved the amendment #1 to Project Labor Agreement #15-43 with the Tri-Counties Building and Construct Trades Council.

CONSIDERATION AND APPROVAL OF AMENDMENT #1 TO PROJECT LABOR AGREEMENT #15-43 WITH TRI-COUNTIES BUILDING AND CONSTRUCT TRADES COUNCIL (Motion# 18-137)

D.3 On motion by Trustee O'Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board approved the Speech Language Pathology Service Waiver for the 2019-2020 school year for Kristin Ladd, as presented.

APPROVAL OF A SPEECH LANGUAGE PATHOLOGY SERVICE WAIVER FOR THE 2019-2020 SCHOOL

YEAR FOR KRISTIN
LADD
(Motion# 18-138)

D.4 Following a discussion, on motion by Trustee O’Leary, seconded by Trustee Vega and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote, the Board approved Agreement #19-07 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$1,215,900.00 (\$405,300.00 per year, for a 3-year total of \$1,215,900.00), to be paid from Supplemental and Concentration Funds.

APPROVAL OF
AGREEMENT #19-07 –
CITY OF
OXNARD/OXNARD
POLICE DEPARTMENT
– SRO SERVICES -
COST SHARING 2019-
2020 THROUGH 2021-
2022
(Motion#18-139)

E.1 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, Trustee O’Leary being absent at that time, the Board of Trustees approved the minutes of regular board meetings, as submitted:

APPROVAL OF
MINUTES
(Motion#18-140)

- April 24, 2019, Special Board Meeting
- May 1, 2019, Regular Board Meeting
- May 8, 2019, Special Board Meeting

F.1 On motion by Trustee Madrigal Lopez, seconded by Trustee Cordes, and carried on a roll call vote of 4-0, Trustee O’Leary being absent at that time, the Board of Trustees approved the second reading of the revised Board Policies, Administrative Regulations and Bylaws, as presented, and approved a second reading.

SECOND READING OF
BOARD POLICIES,
REGULATIONS AND
BYLAWS
(Motion#18-141)

Revision AR 5125.1	Administrative Regulation Release of Directory Information	Morales
Revision BP 1113	Board Policy District and School Web Sites	Morales

G.1 Superintendent Announcements:

SUPERINTENDENT
ANNOUNCEMENTS

Dr. Cesar Morales

- Reported he attended the mealworm tasting for the Edible Insect Project at Curren.
- Congratulated the students that participated in the Kiwanis of Oxnard Club’s annual Track Meet in the 1000, 50, 400 and 200 meters competitions, the standing long jump and the 400 meters relay.
- Congratulated Alex Hess, a seventh-grade math and STEM teacher at Juan Soria School. He was recognized by VC Innovates at the 2019 Pathfinder Awards along with 23 other educators in Ventura County. Mr. Hess was recognized for infusing technology through Google Classroom and video game design.
- Reported that the VEX "Turning Point" Scrimmage was held last week at RJ Frank Middle School.
- Congratulated the Community Engagement Initiative Team. Oxnard School District was selected as one of six school districts in California to help spearhead statewide Community Engagement efforts as an integral part of the state's new System of Support--a key component of California's accountability program.

G.2 Trustees Announcements:

TRUSTEES ANNOUNCEMENTS

Trustee Cordes:

- Congratulated the recipients of writing and path towards biliteracy awards.
- Congratulated Dr. Shea for her presentation.
- Congratulated all the students that participated in the Track Meet and thanked the teachers, coaches and principals that were there to support them.

Trustee Vega

- Congratulated students for almost finishing the state tests and wished them the best.
- Thanked the families for the “5 de mayo” presentation.
- Reported he enjoyed the mealworm tasting.
- Recognized the accomplishments of the meeting of the day.
- Commended Kimberli and Desiree for their presentation.

Trustee O’Leary

- Thanked everyone involved in the testing, wished all the best.
- Enjoyed watching the mealworm presentation on TV.
- Wished good luck and a great end of the school year to everyone.

Trustee Madrigal Lopez

- Congratulated the students for their hard work of this year and the students recognized with the Cesar Chavez award. Congratulated specially Kimberli y Desiree for their presentation.

President Robles-Solis

- Congratulated Elm, Curren and Soria for the Pathway to biliteracy award and the students that received the Cesar Chavez award.
- Reported she participated in the mealworm tasting.

The Board reconvened to closed session until approximately 11:50 p.m. to discuss items in the closed session agenda.

President Robles-Solis reported actions taken in closed session.

On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez, and after a roll call vote of 5-0 the Board of Trustees appointed the following principals:

- Gilbert Elizarraraz, Driffill School
- Larry Scott Carroll, Haydock Academy of Arts and Sciences
- Tyler Higa, Curren School

Removal/Suspension/Expulsion Of Students:

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, Trustee O’Leary being absent at that time, the Board approved the administration recommendation in Case # 18-12.

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, Trustee O’Leary being absent at that time, the Board approved the administration recommendation in Case # 18-13.

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee O'Leary being absent at that time, President Robles-Solis adjourned the meeting at 11:56 p.m. ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____,
the Governing Board of the Oxnard School District approves the Minutes of the Regular
Board meeting of May 15, 2019, on motion by Trustee _____,
seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2019

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	16	Regular Board Meeting (Note: only ONE meeting in January)
February	6	Regular Board Meeting
	20	Regular Board Meeting
March	6	Regular Board Meeting
	20	Regular Board Meeting
April	3	Regular Board Meeting (Note: only ONE meeting in April)
May	1	Regular Board Meeting
	15	Regular Board Meeting
June	5	Regular Board Meeting
	19	Regular Board Meeting
July		District Dark – No meeting in July
August	7	Regular Board Meeting
	21	Regular Board Meeting
September	4	Regular Board Meeting
	18	Regular Board Meeting
October	9	Regular Board Meeting
	23	Regular Board Meeting
November	13	Regular Board Meeting (Note: only ONE meeting in November)
December	11	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: April 8 - 19, 2019
Last Day of School 2018-19: June 14, 2019

First Day of School 2019-20: August 21, 2019

Board Approved: 12-12-18

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