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
Mrs. Debra M. Cordes, Member
Dr. Jesus Vega, Member

ADMINISTRATION

Dr. Cesar Morales
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 #9
REGULAR BOARD MEETING
Wednesday, January 16, 2019
5:00 p.m. – Study Session
7:00 p.m. - Regular Board Meeting
Closed Session to Follow Regular Meeting

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

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

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

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Section A
PRELIMINARY

A.1 Call to Order and Roll Call ***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

Mrs. Carol Flores Beck, Principal at Driffill School, will introduce Jesus Saldana, 8th grade student, 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 Leslie Cervantez; then will be read in Spanish by Fabiola Landeros, both are 8th grade students at Driffill School.

A.4 Presentation by Driffill Academy of Environmental Science and Global Awareness

Mrs. Carol Flores Beck will provide a short presentation to the Board regarding Driffill School. 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 Study Session – EL Roadmap Presentation *(DeGenna/Batista)*

The California English Learner Roadmap State Board of Education Policy was passed by the State Board of Education on July 12, 2017. This policy is intended to assist the California Department of Education in providing guidance to local educational agencies (LEAs) in order to welcome, understand, and educate the diverse population of students who are English learners attending California public schools. This presentation will give an overview of the components of the roadmap and Oxnard's work towards implementation.

A.7 Recognition of Oxnard School District's Million Word Readers *(DeGenna/Curtis)*

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

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.

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.9 Closed Session

1. Pursuant to Section 54956.9 of the *Government Code*:
   - Conference with Legal Counsel – Anticipated Litigation: 1 case
   - Conference with Legal Counsel – Existing Litigations: 3 cases
     - Office of Administrative Services Case No.: 2018-090075
     - Office of Administrative Services Case No.: 2018-101306
     - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Section 48916 of the *Education Code,* the Board will consider student matters including:

   Consider the Request to Readmit Expelled Student(s):
   1. Case No. 16-11 (Action Item)
   2. Case No. 17-14 (Action Item)
   3. Case No. 17-15 (Action Item)
   4. Case No. 17-16 (Action Item)

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

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

A.10 Reconvene to Open Session ***7:00 PM***

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

Section A
PRELIMINARY
(continued)

A.11 Report Out of Closed Session

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

Pursuant to Section 48916 of the *Education Code,* the Board will consider student matters including:

Consider the Request to Readmit Expelled Student(s):

1. Case No. 16-11 (Action Item)
Motion: _____, Second: _____

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

2. Case No. 17-14 (Action Item)
Motion: _____, Second: _____

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

3. Case No. 17-15 (Action Item)
Motion: _____, Second: _____
ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

4. Case No. 17-16 (Action Item)
Motion: _____, Second: _____

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

A.12 Recognition of Juan Soria School - CSBA 2018 Golden Bell Award *(Dr. Morales)*

The Board will recognize Juan Soria School for being awarded the California School Board Association 2018 Golden Bell Award.

A.13 Presentation on California Dashboard *(DeGenna)*

The California School Dashboard shows how well students within the district or school are performing on a variety of indicators, including test scores in English Language Arts and Mathematics, suspension rates, and English learner progress. The Dashboard's Equity Report shows – at a glance – how student groups are performing in various measures. Student groups include ethnic and racial groups, low-income students, English learners, foster youth, and homeless students with special needs. An overview of the California School Dashboard will be presented.

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

Section B
PUBLIC COMMENT/HEARINGS
(continued)

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

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

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

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

B.2 Public Hearing: Appointment of Personnel Commissioner, Irma J. Lopez *(Nair-Villano/Morales)*

The Board appointee to the Personnel Commission is Ms. Irma J. Lopez. The term of office for this position is for the period December 1, 2018 to December 1, 2021.

Presentation:
Board Discussion:
Public Comment:

Pursuant to Education Code 45246, the Board of Trustees must hold a public hearing in order to allow the public an opportunity to comment on the qualifications of the suggested appointee. Following the public hearing, the Board of Trustees may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing. Pursuant to Education Code 45246, the Board of Trustees must hold a public hearing in order to allow the public an opportunity to comment on the qualifications of the suggested appointee. Following the public hearing, the Board of Trustees may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

It is the recommendation of the Superintendent, and the Director of Classified Human Resources that the Board of Trustees hold this public hearing according to Education Code 45246; and appoint or reappoint the Board's representative on the Personnel Commission for a three-year term beginning December 1. 2018.

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

(continued)

(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.)

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

C.1 Acceptance of Gifts

It is recommended that the Board accept the following gifts: — Dept/School

- From Bob's Discount Furniture, LLC, a donation in the amount of $2,500.00, to Fremont Academy of Environmental Science and Innovative Design. Fremont School plans to utilize this donation for general and supplemental materials to benefit staff and students. — Anderson - Witherspoon

C.2 Agreements

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

Enrichment:

- #18-189 with Hip Hop Mindset to provide hip hop dance lessons to students at Rose Avenue School from January 2019 through June 2019 as part of CHAMPS Tier II intervention; amount not to exceed $3,200.00, to be paid with LCFF Funds. — DeGenna/ Ordaz
- #18-200 with Mary Macias to provide music instruction to students in TK-3rd grade at Ritchen School, from February 4, 2019 through May 21, 2019. Music fundamentals will be taught in an interactive style that includes movement, dance, and use of rhythm instruments; amount not to exceed $4,680.00, to be paid out of the General Fund/Discretionary. — DeGenna/ Santamaria

Personnel:

- #18-196 with Swing Education Inc. Over the past three (3) years, Oxnard School District has experienced a shortage of substitute teachers. Swing Education Inc. will help address the substitute shortage by providing access to additional substitutes through their highly qualified substitute pool, amount not to exceed $250,000.00, to be paid from the General Fund. — Vaca

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.2 Agreements** (continued)*

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

Special Education:

- #18-190 with Dynamic Therapy Solutions to provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to complete Assistive Technology assessments; amount not to exceed $10,000.00, to be paid with Special Education Funds. — DeGenna/ Sugden
- #18-191 with Saratoga Clinic to provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to complete Occupational Technology assessments; amount not to exceed $6,000.00, to be paid with Special Education Funds. — DeGenna/ Sugden
- #18-193 with Debra Berry Malmberg, Ph.D., BCBA-D, to provide behavior support and Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year; amount not to exceed $20,000.00, to be paid with Special Education Funds. — DeGenna/ Sugden
- #18-194 with Let's Talk About It to provide Auditory-Verbal Therapy and Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year; amount not to exceed $10,000.00, to be paid with Special Education Funds. — DeGenna/ Sugden
- #18-195 with Karen Schnee to provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to complete speech evaluations; amount not to exceed $30,000.00, to be paid with Special Education Funds. — DeGenna/ Sugden

Support Services:

- #18-188 with LingPerfect Translations, Inc. to provide over the phone Translation/Interpreting services as needed during the period of January 17, 2019 through June 30, 2019; amount not to exceed $2,000.00, to be paid with Title I Funds. — DeGenna/ Batista
- #18-199 with Burnham Benefits Insurance Services. On November 16, 2018, proposals were solicited for RFP #18-01 Health & Welfare Benefits Consultant Services. Four (4) responses were received by the deadline of December 10, 2018. After review and evaluation, Burnham Benefits Insurance Services was selected to provide Health & Welfare Benefits Consultant Services for the period of January 17, 2019 through January 16, 2020; amount not to exceed $70,000.00, to be paid from the General Fund. — 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.3 Ratification of Agreements:

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

Special Education:

- #18-175 with City Impact Inc. to provide Individual Student and/or Group Therapy, as well as staff supervision, for the Special Education Services Department during the period of January 7, 2019 through June 30, 2020; amount not to exceed $90,000.00, to be paid with Special Education Funds. — DeGenna/ Sugden

C.4 Approval of Amendment #1 to Agreement #18-49 – California Department of Education Child Development Division Contract #CSPP-8670

Dept/School DeGenna/ Thomas

At the Board meeting of August 8, 2018, the Board of Trustees ratified Agreement #18-49 with the California Department of Education – Child Development Division, including the funding amount of $1,421,883.00, for the operation of seven (7) state preschools. Amendment #1 includes an increase to the Maximum Reimbursable Amount (MRA) of $71,292.00 for a revised total agreement amount of $1,493,175.00 for the 2018-2019 fiscal year.

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Amendment #1 to Agreement #18-49 with California Department of Education – Child Development Division. Revised $1,493,175.00 funding to the Oxnard School District to operate State Preschool Program reflects an increase of $71,292.00.

C.5 Approval of Amendment #1 to Agreement #18-12 – AVID Center

Dept/School DeGenna/ Batista

At the Board Meeting of June 6, 2018, the Board of Trustees approved Agreement #18-12, with the AVID Center, for $5,100.00, to provide professional development during the 2018-2019 school year. Amendment # 1 in the amount of $7,650.00 will cover three (3) additional days of AVID Excel Site and District visitations, for a new total agreement amount of $12,750.00.

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #18-12 with the AVID Center; amount not to exceed $7,650.00, to be paid with LCFF Funds.

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

Section C
CONSENT AGENDA
(continued)

C.6 Approval of Amendment #1 to Agreement #18-110 – Actum Clinical & Behavioral Services

Dept/School
DeGenna/
Sugden

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-110 with Actum Clinical & Behavioral Services, in the amount of $10,000.00, to provide Independent Educational Evaluator Services for the Special Education Department during the 2018-2019 academic school year. Amendment #1, in the amount of $20,000.00, will increase the number of students referred for an Independent Educational Evaluation through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $30,000.00.

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #18-110 with Actum Clinical & Behavioral Services; amount not to exceed $20,000.00, to be paid with Special Education Funds.

C.7 Approval of Work Authorization Letter #8-S to Agreement #13-126 with MNS Engineers to Provide Waterline Easements for the McKinna Elementary School Reconstruction Project

Dept/School
Penanhoat/
Fateh/
CFW

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #8-S for Master Agreement #13-126 with MNS Engineers; amount not to exceed $440.00 to be paid with Master Construct and Implementation Funds.

C.8 Approval of Credit Change Order No. 002 to Construction Services Agreement #17-209 with Viola Constructors Inc. to Adjust Costs for the Kinder/Flex Project at Brekke Elementary School

Dept/School
Penanhoat/
Fateh/
CFW

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Credit Change Order No. 002 to Construction Services Agreement #17-209 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Brekke Elementary School. A credit in the amount of $26,998.91 to be returned to the Master Construct and Implementation Funds.

C.9 Ratification of Change Order No. 002 to Construction Services Agreement #17-212 with Viola Constructors Inc. to Adjust Costs for the Kinder/Flex Project at McAuliffe Elementary School

Dept/School
Penanhoat/
Fateh/
CFW

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 002 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School; amount not to exceed $8,607.58, to be paid out of the Master Construct and Implementation Funds.

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. 004 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritchen Elementary School

Dept/School: Penanhoat/ Fateh/ CFW

Change Order No. 004 provides for the Board's consideration and ratification of one (1) change proposal: PCO #014 with the following scope of work:

- PCO #014 – Revised Playground Site Plan

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 004 to Construction Services Agreement #17-218 with Viola Constructors Inc. To provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School; amount not to exceed $104,770.54, to be paid out of the Master Construct and Implementation Funds.

C.11 Ratification of Amendment No. 005 to Agreement #15-89 for CSDA Design Group to Provide Additional Architectural Services for the Marshall New Classroom Building Project

Dept/School: Penanhoat/ Fateh/ CFW

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees ratify Amendment No. 005 to Agreement #15-89 with CSDA for the Marshall New Classroom Building Project for additional architectural and engineering services; amount not to exceed $30,600.00, to be paid out of the Master Construct and Implementation Funds.

C.12 Approval and Adoption of the December 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program

Dept/School: Morales/ Penanhoat/ CFW

The Master Construct and Implementation Program includes the use of Measure "R" and "D" funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately $463.9 million. The increase is the result of projected State aid revenues. Proposed uses have been adjusted to provide previously Board-approved increases to current projects due to specific project construction needs and required professional services. Adjustments also include the proposed addition of the Driffill Kindergarten project to the Program and modernization improvements at McAuliffe and Ritchen elementary schools. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board.

It is the recommendation of the District's Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accept and adopt the December 2018 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

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 Adoption of Resolution #18-19 to Provide Against Loss of Funds Due to Emergency Closures of the District's State Preschool Programs during the Hill & Woolsey Fires

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Early Childhood Education, that the Board of Trustees adopt Resolution # 18-19 and authorize its submission to CDE's Early Education and Support Division. Potential loss of preschool program reimbursement in the amount of $7,953.40. No fiscal impact if Resolution #18-19 is adopted and received by CDE.	Dept/School Penanhoat/ Valdes

C.14 Enrollment Report

District enrollment as of November 30, 2018 was 16,127. This is 479 less than the same time last year. District enrollment as of December 14, 2018 was 16,154. This is 395 less than the same time last year.	Dept/School Penanhoat

C.15 Purchase Order/Draft Payment Report #18-06

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/ Draft Payment Report #18-06 as submitted.	Dept/School Penanhoat/ Franz

C.16 Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, Second Quarter

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-19 Quarterly Report on Williams Uniform Complaint, Second quarter, as presented.	Dept/School Vaca

C.17 Establish/Abolish/Increase/Reduce Hours of Position

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment of the positions, as presented.	Dept/School Nair-Villano

C.18 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/ Nair-Villano

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 Revisions to the Oxnard School District and Oxnard Supportive Services Association 2017-18 Collective Bargaining Agreement *(Vaca)*

The Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) reached a tentative agreement for the 2017-2018 school contract year, which included revisions to the OSSA collective bargaining agreement that were submitted to and approved by the board on June 6, 2018. In accordance with the revisions negotiated and agreed upon during negotiation sessions, it is necessary and appropriate for the District and OSSA to submit the attached additional revisions to Articles 7 and 9 for Board approval.

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

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

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

D.2 Oxnard School District Audit Report - June 30, 2018 *(Penanhoat/Crandall Plasencia)*

The Oxnard School District Audit Report for Fiscal Year 2017-18, prepared by the firm of Nigro & Nigro, PC is presented to the Board. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2018.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
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 D
ACTION ITEMS

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

D.3 Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018 *(Penanhoat/Crandall Plasencia)*

Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects. The Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2018, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018.

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

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

D.4 Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018 *(Penanhoat/Crandall Plasencia)*

Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects. Effective June 30, 2018, all Measure R Bond funds have been expended and the Bond Oversight Committee has been disbanded. As a result, this is the final performance audit of the Measure R Bond Fund. The Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2018, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
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 D
ACTION ITEMS

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

D.5 Ratification of Change Order No. 003 to Construction Services Agreement #16-199 with Bernards Bros Inc. to Adjust Costs for the Elm Elementary School Reconstruction Project *(Penanhoat/Fateh/CFW)*

During the framing of the classroom building, administration building and kindergarten building the Department of the State Architect Field Inspector took issue with the specified wood posts that were installed on the project and required that they be changed. COR's 69R1, 71R1, 72R1, 75R1 and 76R1 were a result of this additional DSA requirements during construction. The on-site Inspector of Record also had additional requirements during construction relating to fire caulking and the re-work of one shear wall panel. COR's 228R0, 236R1 and 282R1 were incurred as a result. The remaining change orders are design clarifications relating to steel, concrete, wood framing, drywall installation, doors/hardware, mechanical, irrigation, fencing, finish materials, and sheet metal flashing. Change Order No. 003 provides for the Board's consideration and ratification of forty-six (46) change order requests with the following scope of work.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 003 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. For an amount not to exceed $780,729.00, to be paid out of the Master Construct and Implementation Funds.

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

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

D.6 Approval of Agreement #18-192 – Dr. Trudy T. Arriaga *(DeGenna)*

Dr. Trudy T. Arriaga will provide continued professional development in Cultural Proficiency to Oxnard School District staff during the 2018-2019 school year. Training will consist of building and expanding on the equity practices currently in place.

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-192 with Dr. Trudy T. Arriaga; amount not to exceed $14,400.00, to be paid with LCFF Funds.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
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 E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

E.1 Approval of Minutes

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

Moved:
Seconded:
Vote:

- September 5, 2018, Regular Board Meeting
- September 19, 2018, Regular Board Meeting
- September 24, 2018 Special Board Meeting
- October 10, 2018 Regular Board Meeting
- October 15, 2018 Special Board Meeting
- October 24, 2018 Regular Board Meeting
- November 7, 2018 Special Board Meeting

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.)

No action on policies will be taken at this meeting.

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

Section G
CONCLUSION

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

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

Notes:

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

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

Notes:

G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

ROLL CALL:
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.

Board Adopted 10-19-16

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting: 1/16/19**

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

Presentation on the EL Roadmap (DeGenna/Batista)

The California English Learner Roadmap State Board of Education Policy was passed by the State Board of Education on July 12, 2017. This policy is intended to assist the California Department of Education in providing guidance to local educational agencies (LEAs) in order to welcome, understand, and educate the diverse population of students who are English learners attending California public schools. This presentation will give an overview of the components of the roadmap and Oxnard's work towards implementation.

RECOMMENDATION:

Informational Only

ADDITIONAL MATERIAL:

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting: 1/16/19**

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

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

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

FISCAL IMPACT: None

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

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting: 1/16/19**

	Study Session:	____	
	Closed Session:	____	
A-1.	Preliminary	____	
A-11.	Reports	_X__	
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 _____

California Dashboard Report (DeGenna)

The California Department of Education (CDE) and the State Board of Education (SBE) launched the second version of the California School Dashboard. The Dashboard is a key component of California's school accountability system. It displays statewide data based on *status* (how each school or district performed) and *change* (how much they have improved or declined over time). School and district performance levels are indicated by color, with red the lowest and blue the highest. The Dashboard also breaks down information by student group (low-income, English learner, foster youth, etc.) to help pinpoint and address achievement gaps. It reports performance and progress on both state and local measures:

- State measures apply to all LEAs, schools, and student groups and are based on data that is collected consistently across the state.
- Local measures apply at the district level and are based on data collected at the local level.

RECOMMENDATION:

Informational Only

ADDITIONAL MATERIAL:

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: **Shristie Nair-Villano** Date of Meeting: **January 16, 2019**

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

Appointment of Personnel Commissioner, Irma J. Lopez (Nair-Villano/Morales)

The Board appointee to the Personnel Commission is Ms. Irma J. Lopez. The term of office for this position is for the period December 1, 2018 to December 1, 2021. Pursuant to Education Code 45246, the Board of Trustees must hold a public hearing in order to allow the public an opportunity to comment on the qualifications of the suggested appointee. Following the public hearing, the Board of Trustees may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

FISCAL IMPACT:
None

RECOMMENDATION:
Appoint or reappoint the Board's representative on the Personnel Commission for a three-year term beginning December 1, 2018.

ADDITIONAL MATERIAL(S):
- Letter dated November 20, 2018 from Director, Classified HR to Superintendent
- Personnel Commission Rule 20.100

OXNARD SCHOOL DISTRICT

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

To: Dr. Cesar Morales, Superintendent

From: Shristie Nair-Villano, Director, Classified Human Resources SN

Date: November 20, 2018

Re: Board Appointee to the Personnel Commission

This is to serve as notice that the term of office for the Board of Trustees' appointee to the Personnel Commission will come to an end at noon on December 1, 2018. The Board's current appointee is Mrs. Irma J. Lopez.

Below you will find an outline of the process for re-appointing the current incumbent or appointing a new Commissioner. Attached for your information you will also find copies of the relevant Education Code sections that govern this appointment.

Please let me know if our office can be of assistance regarding this appointment.

Personnel Commission Appointment Process - District Representative

Education Code Section 46256(b)(1) requires public notice from the Board of Trustees of the intended appointee to the Personnel Commission no later than September 30th.

Education Code Section 46256(d) then requires a public hearing of the Board to be held after 30 days and within 45 days of the date of the public notice of the intended appointee in order to provide the public an opportunity to comment on the qualifications of the appointee. Subsequent to that subdivision (d) states, "The board at the time may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing."

Education Code Section 45244 sets forth the qualifications for membership on the Personnel Commission.

1. *Registered voter and resident within the jurisdiction of the district; and*
2. Be a known adherent to the principle of the merit system.

The term of each Commissioner is for 3 years and expires at noon on December 1st.

Attachment

cc: Irma J. Lopez, Chair, Personnel Commission
Edward M. Castillo, Personnel Commissioner
Paul Robinson, Personnel Commissioner
Dr. Jesus Vaca, Assistant Superintendent – Human Resources & Support Services

Education Code

45246. …(b) Where a system is already in existence and a vacancy will exist on December 1, by not later than September 30:

(1) The governing board shall publicly announce the name of the person it intends to appoint or reappoint, if the vacancy is its appointee.

…

(d) At a board meeting to be held after 30 and within 45 days of the dates specified in subdivision (a) and paragraph (1) of subdivision (b), as the case may be, the governing board in open hearing shall provide the public and employees and employee organizations the opportunity to express their views on the qualifications of those persons recommended by the governing board for appointment.

The board at the time may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

…

(g) A commissioner whose term has expired may continue to discharge the duties of the office until a successor is appointed, but for no more than 90 calendar days.

45244. (a) To be eligible for appointment or reappointment to the commission a person shall meet both of the following requirements:

(1) Be a registered voter and resident within the territorial jurisdiction of the school district.

(2) Be a known adherent to the principle of the merit system. No member of the governing board of any school district or a county board of **education** shall be eligible for appointment, reappointment, or continuance as a member of the commission. During his or her term of service, a member of the commission shall not be an employee of the school district.

(b) As used in this section, residence is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one residence.

(c) As used in this section, "known adherent to the principle of the merit system," with respect to a new appointee, means a person who by the nature of his or her prior public or private service has given evidence that he or she supports the concept of employment, continuance in employment, in-service promotional opportunities, and other related matters on the basis of merit and fitness. As used in this section, "known adherent to the principle of the merit system," with respect to a candidate for reappointment, means a commissioner who has clearly demonstrated through meeting attendance and actions that he or she does, in fact, support the merit system and its operation.

CHAPTER 20

THE PERSONNEL COMMISSION

20.100 Organization of Commission

20.100.1 Appointment of Members to Personnel Commission

A. One member of the Commission shall be appointed by the governing board of the district; one member, nominated by the classified employees of the district. Those two members shall in turn appoint the third member.

1. Commission appointee--Not later than September 30, the appointee of the governing board and the appointee of the classified employees shall publicly announce the name of the person they intend to appoint, if the vacancy is their appointment. The appointee of the governing Board and the appointee of the classified employees shall consider the recommendations of the governing board, the classified employees, or other concerned citizens.

   At a Personnel Commission meeting to be held not later than 45 days of the dates specified in paragraph A.1., the Personnel Commission in open hearing shall provide the governing Board, the public and the employees and employee organizations the opportunity to express their views on the qualifications of the person whose name has been announced as the intended appointee. The Commission may, at this meeting, withdraw the name of its proposed nominee and substitute the name of a new candidate, and act upon the appointment of the new nominee, or it may appoint its original nominee without the necessity of holding another public hearing.

   If the two members do not agree upon and announce a name of an intended appointee by September 30, the Executive Officer of the State Personnel Board shall make the appointment. (*Education Code* 45245/45246).

2. Board appointee--The governing Board shall, not later than September 30, publicly announce the name of the person it intends to appoint or reappoint, if the vacancy is it's appointee. At a Board meeting to be held within 30 days of the date specified above, the governing Board in open hearing shall provide the public and employees and employee organizations the opportunity to express their views on the qualifications of the person recommended for appointment. The Board at that time may make its appointments or may make a substitute appointment or recommendation without further notification or public hearing. (*Education Code* 45245)

3. Classified employees appointee--At a public hearing to be held not later than 30 days of the dates specified, the governing Board shall announce the name of the classified employees' recommendation and shall, following discussion of the candidate's qualifications, appoint the nominee, unless such nomination is voluntarily withdrawn by the classified employees representative. If the classified employees fail to submit a nominee, the Board may make an emergency appointment.

20.100.2 Terms

By law, the term of each commissioner is for three years and expires at noon, December 1. The term of one commissioner expires each year.

20.100.3 Compensation of Members of Personnel Commission

Under the provisions of *Education Code* Section 45250, the Board of Trustees of the Oxnard School District has authorized payment to members of the Commission in the amount of fifty ($50.00) dollars per meeting attended, not to exceed two hundred-fifty ($250.00) dollars per month.

The above-noted action was taken by the Board of Trustees on July 9, 1986, and reaffirmed on January 23, 1991.

20.100.4 Officers

It will be the policy of this commission to elect as chair the member serving the last year of his/her term. The outgoing chair shall then be elected to serve as vice-chair.

20.100.5 Quorum and Majority

Two members shall constitute a quorum for any regular or special meeting of the Commission. The affirmative vote of two members shall be necessary to any action.

OXNARD SCHOOL DISTRICT
Personnel Commission Rules and Regulations
Adopted: October 23, 1968
20.100.1 Revised: March, 1976; November 6, 1980; September 5, 1991; December 17, 1998
20.100.3 Revised: May 19, 1980; March 25, 1981; July 9, 1986
20.100.4 Revised: January 13, 2005

Back to Index

OXNARD SCHOOL DISTRICT

INTER-OFFICE COMMUNICATION

TO: **Dr. Cesar Morales**
Superintendent

Janet Penanhoat
Asst. Superintendent/Fiscal Services

FROM: **Chantal Anderson Witherspoon**
Principal
Fremont Academy of Environmental Science

DATE: **December 18th, 2018**

SUBJECT: **Fremont Donation from Bob's Discount Furniture**

Fremont Academy of Environmental Science and Innovative Design has received a donation from Bob's Discount Furniture, LLC. in the amount of $2500. It is Fremont's plan to utilize this donation for general and supplemental materials to benefit Fremont's staff and students. We ask that this donation be accepted on behalf of Fremont Academy and the Oxnard School District.

Thank you.

RECEIVED
DEC 21 2018
SUPERINTENDENT'S OFFICE

RECEIVED

DEC 21 2018

BUSINESS & FISCAL SERVICES

BOB'S DISCOUNT FURNITURE
MYBOBS.COM

August 2018

Chantal Anderson Whitherspoon, Principal
Freemont Middle School
1130 North M Street
Oxnard, CA 93030

Dear Principal Whitherspoon:

Good Day you are a recipient of a Bob's Discount Furniture Random Acts of Kindness!

> ***"A random act of kindness is a selfless act performed by a person or people wishing either to assist or to cheer up an individual person or people."***

The Outreach Department of Bob's Discount Furniture would like to present your school with a check for $2,500.00. This program is designed to give non-profit organizations money in each area where our new stores are opening. Each of these non-profits is chosen randomly from each new store area.

Please feel free to check out the "philanthropic side" of Bobs Discount Furniture as we continue to create programs and giving efforts on our website; www.mybobs.com. Between the Charitable Foundation and the Outreach department over a million dollars a year goes out the door to help our communities.

We love to spread the news, so feel free to post pictures of your school on our Facebook page at www.facebook.com/mybobs or tweet about us at @mybobs_charity.

Congratulations again!!!

With Warm Regards,

Sharon Valley
Outreach Coordinator
(860) 474-1421
sharon.valley@mybobs.com

Cathy Poulin
Public Relations/Outreach Director
(860) 916-2804
cathy.poulin@mybobs.com

Do
our
thing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 #18-189 – Hip Hop Mindset (DeGenna/Ordaz)

Hip Hop Mindset will provide hip hop dance lessons to students at Rose Avenue School from January 2019 through June 2019 as part of CHAMPS Tier II intervention.

FISCAL IMPACT:

$3,200.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Principal, Rose Avenue School, that the Board of Trustees approve Agreement #18-189 with Hip Hop Mindset.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-189, Hip Hop Mindset (1 Page)
Certificate of Insurance (2 Pages)

OSD AGREEMENT #18-189

HIP HOP MINDSET DANCE PROGRAM
SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 16th day of December 2018 by and between ***Hip Hop Mindset (Provider)*** and ***Oxnard School District.***

Provider: **Hip Hop Mindset** **Phone Number:** **(805) 758-5701**

Street Address: **1063 N Ventura Rd Oxnard CA 93030**

Email Address: **info@hiphopmindset.com** **Tax Identification or SS:** [redacted]

SERVICES:
Description Of Services:
Dance Instruction. Hip Hop Mindset will assign an instructor on scheduled dates and times between January 2019 - June 2019 at Rose Avenue School. Instructor will provide his/her own speaker. Each session will be 60 minutes and can accommodate up to 35 students. Dancing location will be provided by Rose Avenue School.

DATES: January 2019 - June 2019 (2 Sessions Per Week) Select Dates.

FEES: Compensation for Services - $3,200.00 (40 Sessions)

PAYMENT: School Site will pay provider after receipt of an invoice, net 30 days.

CONDITIONS: Provider will have no obligation to provide services until School Site returns a signed copy of this agreement.

TERMINATION OR AMENDMENT: This agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this agreement and may be terminated by either party if for any reason by giving the other party 30 days advance written notice.

By Signing Below Parties Agree To Terms Of This Agreement.

_____ _____
Provider (Hip Hop Mindset) **Date**

_____ _____
Lisa A. Franz, Director, Purchasing **Date**
Oxnard School District

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2018

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 Onix Insurance Service 609 S Oxnard Blvd Oxnard, CA 93030	**CONTACT NAME:** Veronica Navarro **PHONE (A/C, No, Ext):** (805) 263-6981 **FAX (A/C, No):** (805) 832-6634 **E-MAIL ADDRESS:** veronica@onixinsuranceservices.com
INSURED Hip Hop Mindset 1063 N Ventura Rd Oxnard CA 93030	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Covington Specialty Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VBA653072 00	10/14/2018	10/14/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 0 $ 2,000,000.00 $ 2,000,000.00 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER 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 named as additional insured.

CERTIFICATE HOLDER

Oxnard School District.
1051 S. A St
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

Veronica Navarro

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This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

Any person or organization whom you are required to add as an additional insured on this policy under a written lease agreement which is currently in effect or becoming effective during the term of the policy and executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

All other terms and conditions of this policy remain unchanged.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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/MOU #18-200 – Mary Macias (DeGenna/Santamaria)

Mary Macias will provide music instruction to students in TK-3rd grade at Ritchen School, from February 4, 2019 through May 21, 2019. Music fundamentals will be taught in an interactive style that includes movement, dance, and use of rhythm instruments. Lessons will be provided for 30 minutes on Mondays and Tuesdays, from 9:00am-3:00pm.

FISCAL IMPACT:

Not to exceed $4,680.00 – General Fund/Discretionary

RECOMMENDATION:

It is the recommendation of the Principal, Ritchen School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #18-200 with Mary Macias

ADDITIONAL MATERIAL:

Attached: Agreement/MOU #18-200, Mary Macias (1 Page)
Certificate of Insurance (2 Pages)

AGREEMENT #18-200 BETWEEN
MARY MACIAS AND OXNARD SCHOOL DISTRICT
FOR SCHOOL ASSEMBLIES
AT EMILIE RITCHEN SCHOOL

The scope of this document is 13 weeks of Music Instructions for Ritchen Elementary School TK – 3rd grade students in the Oxnard School District (OSD). The purpose is to provide Music Instruction for students at Ritchen Elementary School.

This serves as a Memorandum of Understanding and Responsibility Agreement that Mary Macias and Oxnard School District will work together providing music instruction to all classes for TK- 3rd grade twice a week. Music Fundamentals will be taught in an interactive style that includes movement, dance and use of rhythm instruments. Both Oxnard School District and Mary Macias, according to their defined roles, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Mary Macias agrees to:**
   a. Provide instruction to all classes TK-3rd grade once a week for 30 minutes.
   b. Carry insurance that conforms to the district's requirements for liability, worker's compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
   a. Compensate Mary Macias for providing Music Instruction once a week at Ritchen Elementary School at the following rates:

Music Instruction:		$4,680.00
	TOTAL:	**$**4,680.00

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented February 4, 2019 through May 21, 2019.

OXNARD SCHOOL DISTRICT:

_____ _____
Lisa A. Franz, Director, Purchasing ***Date***

Mary Macias:

_____ _____
Mary Macias, Instructor ***Date***

286 Roosevelt Ave.
Ventura, CA 93003
805-407-7467
maciasmary77@gmail.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2018

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	CONTACT NAME: Mass Merchandising	
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): 1-800-328-2317	FAX (A/C, No): 1-260-459-5502
	E-MAIL ADDRESS: info@eventinsurance-kk.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
2001069791 CP# 909 Mary Macias 286 Roosevelt Ave. Ventura, CA 93003 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2000395965 **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	X COMMERCIAL GENERAL LIABILITY	X		6BRPG0000006425900	02/04/19 12:01 AM	02/04/20 12:01 AM	EACH OCCURRENCE	$1,000,000
	[ ] [ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	[ ] POLICY [ ] PROJECT [ ] LOC						PRODUCTS – COMP/OP AGG	$1,000,000
	[ ] OTHER:						PROFESSIONAL LIABILITY	$1,000,000
							LEGAL LIAB TO PARTICIPANTS	$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X Not provided while in Hawaii							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

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

Instructor of: Instrumental Music, Vocals

Oxnard School District, its officers, agents, directors and volunteers are added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Owner/Manager/Lessor of Premises

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

Scott Turnbull

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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Oxnard School District, its officers, agents, directors and volunteers 1051 South A Street Oxnard, CA 93030 Named Insured: Mary Macias CP# 909
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

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

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

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

whichever is less.

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

© Insurance Services Office, Inc., 2012

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca **Date of Meeting:** 1/16/19

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

Approval of Agreement #18-196 – Swing Education Inc. (Vaca)

Over the past three (3) years, Oxnard School District has experienced a shortage of substitute teachers. Swing Education Inc. will help address the substitute shortage by providing access to additional substitutes through their highly qualified substitute pool.

FISCAL IMPACT:

Total cost not to exceed $250,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #18-196 with Swing Education Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-196, Swing Education Inc. (8 Pages)

Swing Education Services Agreement

This Swing Education Services Agreement (this "Agreement") is entered into on January 16, 2019 (the "Effective Date") by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the Oxnard School District listed on the signature page attached hereto ("School" or "you").

Please read this Agreement carefully before using any of the Services provided by Swing Education, including those made available to you at or through www.swingeducation.com (the "Website"), offered by Swing Education. This Agreement governs your use of the Swing Education Website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, the "Services").

1. Services. Swing Education agrees to provide you with:

(a) **Access to the Services**, which allows authorized users to post requests for substitute teachers and other additional temporary resources (individually a "SwingSub," and collectively, the "SwingSubs") on the Swing Education Website; Track and manage request status; and view additional information about SwingSubs (i.e., a SwingSub profile).

(b) **Access to Pool of Substitute Teachers and Other Temporary Resources** (the "SwingSub Pool").

(c) **Access to Our Verification Services**, which includes (i) confirmation of tuberculosis (TB) tests as required in CA (according to this form, June 25, 2018, https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf); (ii) whether the SwingSub has obtained a teaching credential or qualifying substitute teaching permit; and (iii) the results of a standard Live Scan Fingerprint Background Check that conforms to California law (collectively, the "Verification Services").

i. ***Teaching Credential or Substitute Teaching Permit***. Swing Education consults publicly accessible online records (e.g., through www.ctc.ca.gov) to confirm whether a sub holds a qualifying permit or credential. Swing Education tracks the expiration dates of the SwingSub's permit or credential. If a permit or credential expires at any time while the SwingSub is a registered member of the Service, Swing Education will label the SwingSub as "non-credentialed" and the SwingSub will not be able to access any School Requests requiring a substitute teaching permit or teaching credential through the Service.

ii. ***Live Scan Fingerprint Background Check***. Swing Education reviews the results of the individual's completed Live Scan check issued by the State of California Department of Justice (CADOJ). Swing Education will also monitor any Live Scan check updates concerning the SwingSub that Swing Education receives from the CADOJ while the SwingSub is a registered member of the Service. SwingSubs are not able to use the Services or register on the Website unless they have successfully passed the background check.

Note: The SwingSub pool includes Subs that do not currently hold a permit or credential. School may use the platform to explicitly request substitute teachers that do not hold a substitute teaching permit or full-time teaching credential. School is responsible for ensuring accuracy of requests that do not require a substitute with a permit or credential.

(d) **Limitations**. Swing Education provides the Services as a venue for connecting Schools and substitute teachers. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or Subs. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and Subs, except to provide a platform for Schools to post requests to fill substitute teacher openings and for Subs to review and accept those requests, and to facilitate and collect payments from Schools to Subs for those openings filled through the use of the Services.

(e) **Relationship with SwingSubs**. The SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

2. Acceptance of the Terms of Service and Appendix Terms. In order to use the Website, Swing Education requires users to agree to the Master Terms of Service and Privacy Policy available at www.swingeducation.com/s/Master-Terms-of-Service.pdf (the "Website Terms"). By signing this Agreement, you also agree to the Standard Terms contained in Appendix A below.

3. Payments. Payment for the services of a SwingSub will be made to Swing Education according to the following:

(a) **Daily Pay Rates**. All pay rates will be set by the School in its discretion (the "Daily Pay Rates"). Swing Education does not set daily pay rates. Any request over 4 hours is assigned the full-day pay rate and anything 4 hours or less is assigned the half-day pay rate.

(b) **Service Fee**. Swing charges a 25% fee ("Service Fee"), based on the Daily Pay Rates, for a successful fill.

(c) **Amount Due Per Request.** The amount due ("Amount Due") for a request will be the Daily Pay Rate plus the Service Fee, multiplied by the number of days that the SwingSub was engaged by the School.

(d) **Cancellations**. Requests that are filled by a SwingSub, and canceled within 24 hours of the start time of the request (and not related to performance reasons) will be invoiced for the Daily Pay Rate plus Service Fee. Current cancel policy options and terms are highlighted in the Terms of Service.

(e) **Invoicing**. Swing Education will invoice the School for the amount due within 14 days of the completion of the SwingSub's engagement. School shall pay all amounts due within thirty (30) days of Swing Education's invoice date.

(f) **Late Payments**. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.

4. Recruitment. If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a $2,500 finder's fee to cover costs associated with finding, screening and onboarding the sub, and anticipated loss of revenue.

5. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE SWING EDUCATION SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY SWINGSUB. FURTHERMORE, BEYOND THE VERIFICATION SERVICES WE PROVIDE, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, OR BEHAVIOR OF THE SWINGSUBS. YOU HEREBY EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF THE SWINGSUBS WHILE THEY ARE ENGAGED BY YOU, ON YOUR PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH YOU ENGAGE WITH THEM.

6. Limitation of Liability. Swing Education takes its verification responsibilities seriously, including verifying that subs undergo the Live Scan background check and that Swing Education reviews the information provided by the Live Scan check. However, our verification responsibilities are limited to the services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from the DOJ or FBI.

EACH PARTY SHALL DEFEND INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, INCLUDING AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES, AND ALL ASSOCIATED LOSSES, TO THE EXTENT ARISING OUT OF (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (B) A MATERIAL BREACH BY A PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT.

EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION AS A RESULT OF YOUR USE OF THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE DATE YOU FIRST ASSERT A CLAIM.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

_____
Michael Teng
CEO

Date: _____

Address:
700 S. Claremont Street
San Mateo, CA 94402

OXNARD SCHOOL DISTRICT:

_____
Name: Lisa A. Franz
Title: Director, Purchasing

Date: _____

Address:
1051 South A Street
Oxnard, CA 93030

Appendix A: Standard Terms

1. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds get prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

(a) You shall designate your selected SwingSub as an "other school official" under FERPA, who have a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and

(b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

2. Confidentiality. Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of Schools' confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

3. Dispute Resolution. *Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a) ***Applicability of Arbitration Agreement***. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b) ***Notice Requirement and Informal Dispute Resolution***. Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education should be sent to: Swing Education, Inc., 181 Centre St., #5, Mountain View, CA 94041. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) ***Arbitration Rules***. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) ***Additional Rules for Non-Appearance Based Arbitration***. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) ***Time Limits***. If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.

(f) ***Authority of Arbitrator***. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.

(g) ***Waiver of Jury Trial***. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) ***Confidentiality***. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(i) ***Severability***. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(j) ***Right to Waive***. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(k) ***Survival***. This Arbitration Agreement will survive the termination of your relationship with Swing Education.

(l) ***Small Claims Court***. Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.

(m) ***Emergency Equitable Relief***. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(n) ***Claims Not Subject to Arbitration***. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(o) ***Courts***. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, for such purpose.

10. General Provisions

(a) **Attorneys' Fees**. The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.

(b) **Notices**. All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party.

(c) **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) **Entire Agreement**. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

(f) **Assignment**. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

(g) **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(h) **Governing Law**. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(i) **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 _____**

Approval of Agreement #18-190 – Dynamic Therapy Solutions (DeGenna/Sugden)

Dynamic Therapy Solutions will provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to complete Assistive Technology assessments.

FISCAL IMPACT:

Not to exceed $10,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-190 with Dynamic Therapy Solutions.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-190, Dynamic Therapy Solutions (13 Pages)
2018-2019 Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-190

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January, 2019 by and between the Oxnard School District ("District") and Dynamic Therapy Solutions ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Ten Thousand Dollars ($10,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Dynamic Therapy Solutions
190 Sierra Court. Suite C-10
Palmdale, CA 93550
Attention: Alisha Noterman
Phone: (661) 274.8454
Fax: (661) 274.7614
Email: alisha@dynamictherapysolutions.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) days after deposit of the same in the custody of the United States Postal Service.

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

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

26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**DYNAMIC THERAPY SOLUTIONS:**
_____	_____
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 #**18-190**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-190

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

STATUS REPORT FOR ACTIVITY:	**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 #**18-190**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-190

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 attached Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $ 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, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-190**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-190

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:

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 #**18-190**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-190

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

DYNAMIC THERAPY SOLUTIONS

ANTELOPE VALLEY OFFICE (Main Office)
190 Sierra Court, Suite C10
Palmdale, CA 93550
(661) 274-8454 Fax: (661) 274-7614
www.dynamictherapysolutions.org

CHATSWORTH OFFICE (Valley Location)
9301 Oakdale Ave, Suite 305
Chatsworth, CA 91311
Office (818)341-3797 Fax (818)341-3798

DTS NPA Contracted Rate Sheet

Time and mileage cost if school is 20 miles or more away from either DTS office
$50 per hour drive time plus mileage (.54 cents)

Service	Rate
AAC Evaluation	$800.00-$1,500 (pending on doc review)
AT Evaluation	$800.00-$1,500 (pending on doc review)
AAC Consult/AAC In-Service	$400.00 client has AAC / Needs treatment plan
AAC/AT Therapy	$140.00 per hour
AAC IEP/Speech IEP	$140.00 per hour
Facilitated Communication Training	$150.00 per hour
Speech-Language Evaluation	$600-$1000 pending on testing complete
Speech-Language Consult	$300.00
Speech-Language Therapy	$135.00 per hour
Multi Sensory Structured Language (MSSL) Program	$95.00 per hour
Written Expression (SLP)	$130.00 per hour
Full LD Assessment	$2000.00

AAC=Augmentative Alternative Communication
AT=Assistive Technology
LD=Learning Disability

AAC How To Provide AAC Evaluations Workshop
(Limit 35 participants w ASHA CEU's)= $2800.00

AAC Creative Therapy Approaches Workshop
(Limit 30 participants with ASHA CEU's)= $3000.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2018

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

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

PRODUCER Aon Affinity Social Services 1120 20th St NW, Suite 600 Washington, DC 20036	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Arch Insurance Company / 11150
INSURED Dynamic Therapy Solutions and Dyslexia Center, PC. dba Dynamic Therapy Solutions 190 Sierra Ct, Suite C-10 Palmdale, CA 93550	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			AAPKG0022401	10/05/18	10/05/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	**UMBRELLA LIAB** [ ] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $ 0			AAFXS0022401	10/05/18	10/05/19	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability Occurrence Form Sexual Abuse/ Misconduct			AAPKG0022401 AAPKG0022401	10/05/18	10/05/19	Each Claim/ Aggregate Each Claim/ Aggregate	$1,000,000/ $3,000,000 $1,000,000/ $3,000,000

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

Additional Scheduled Location: 9301 Oakdale Ave, Suite 305 Chatsworth, CA 91311
The certificate holder is included as an additional insured.

CERTIFICATE HOLDER

Evidence of Insurance

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

Aon Affinity Social Services

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 _____**

Approval of Agreement #18-191 – Saratoga Clinic (DeGenna/Sugden)

Saratoga Clinic will provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to complete Occupational Technology assessments.

FISCAL IMPACT:

Not to exceed $6,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-191 with Saratoga Clinic.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-191, Saratoga Clinic (13 Pages)
Rate Sheet & Scope of Services (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-191

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January 2019 by and between the Oxnard School District ("District") and Saratoga Clinic ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Six Thousand Dollars ($6,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:**
Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant:
Saratoga Clinic
1891 Goodyear Avenue, #605
Ventura, CA 93003
Attention: Janet van Duinwyk
Phone: (805) 642.8531
Fax: (805) 642.1134
Email:

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

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

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

26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**SARATOGA CLINIC:**
_____	_____
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 #**18-191**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-191

SERVICES

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

***PER ATTACHED RATE SHEET & SCOPE OF SERVICES**

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

***PER ATTACHED RATE SHEET & SCOPE OF SERVICES**

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 #**18-191**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-191

COMPENSATION

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

Total compensation shall not exceed Six Thousand Dollars ($6,000.00), per attached Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $ 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 $6,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-191**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-191

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:

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 #**18-191**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-191

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Janet van Duinwyk
OTR/L & OWNER
Phone: (805) 642-8531
Fax: (805) 642-1134

1891 Goodyear Ave.
Suite # 605
Ventura, CA 93003
www.saratogaclinic.com

SARATOGA CLINIC

Rate Sheet & Scope of Services

Occupational Therapy Visit $80

Occupational Therapy Independent Evaluation $1,200

Speech Therapy Visit $80

Speech Therapy Independent Evaluation $1,200

Liberty International Underwriters

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. [ ]

Effective Date: 02/25/2018

Policy Number: AHY-572143007

Issued To: Saratoga Clinic

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement applies to:

_____ Professional Liability Coverage Part Only ☐ $ _____ Additional Premium

_____ General Liability Coverage Part Only ☐ $ _____ Additional Premium

_____ Professional Liability and General Liability Coverage Parts ☐ $ _____ Additional Premium

In consideration of the premium charged, any Designated Entity shown below shall be included as an additional Insured, but only as respects claims arising out of the sole negligence of the individual or entity specified in the PERSONS INSURED Section of the policy.

Designated Entity Schedule

NAME	ADDRESS
Ventura County SELPA (PL Coverage Only)	5100 Aldolfo Road Camarillo CA 93012

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 _____**

Approval of Agreement #18-193 – Debra Berry Malmberg, PH.D., BCBA-D (DeGenna/Sugden)

Debra Berry Malmberg, PH.D., BCBA-D, will provide behavior support and Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year.

FISCAL IMPACT:

Not to exceed $20,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-193 with Debra Berry Malmberg, PH.D., BCBA-D.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-193, Debra Berry Malmberg, PH.D., BCBA-D (13 Pages)
Rate Sheet (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-193

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January 2019 by and between the Oxnard School District ("District") and Debra Berry Malmberg, PH.D, BCBA-D ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Twenty Thousand Dollars ($20,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Debra Berry Malmberg, PH.D, BCBA-D
1218 Yale Drive
Glendale, CA 91205
Phone: (310) 967.9240
Fax:
Email: dmalmbergphd@gmail.com

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

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

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

26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**DEBRA BERRY MALMBERG, PH.D, BCBA-D:**
_____	_____
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 #**18-193**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-193

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

STATUS REPORT FOR ACTIVITY:	**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 #**18-193**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-193

COMPENSATION

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

Total compensation shall not exceed Twenty Thousand Dollars ($20,000.00), per attached Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $ 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 $20,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-193**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-193

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 #**18-193**

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 #**18-193**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-193

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DEBRA BERRY MALMBERG, PH.D, BCBA-D**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

CONSULTATION SERVICES – D. BERRY MALMBERG, PH.D, BCBA-D

LICENSED PSYCHOLOGIST, CA 23475

BOARD CERTIFIED BEHAVIOR ANALYST 1-05-2133

SERVICES INCLUDE:

- BEHAVIORAL CONSULTATION: $200/HR
- DIAGNOSTIC EVALUATION: $200/HR
    - RANGE: 1500-4000
- INCLUSION ASSESSMENT: $200/HR
    - RANGE: 3500-5500
- TRAVEL: $50/HR PLUS EXPENSES
- SPECIALIZED CONSULTATION: $150-200/HR
    - INCLUSION CONSULTATION, TOILET TRAINING, PARENT EDUCATION

D. BERRY MALMBERG, PH.D., BCBA-D

EMAIL – DMALMBERGPHD@GMAIL.COM PHONE – 310.967.9240

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 _____**

Approval of Agreement #18-194 – Let's Talk About It (DeGenna/Sugden)

Let's Talk About it will provide Auditory-Verbal Therapy and Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year.

FISCAL IMPACT:

Not to exceed $10,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-194 with Let's Talk About It.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-194, Let's Talk About It (13 Pages)
2018-2019 Rate Schedule (1 Page)
Resume (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-194

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January 2019 by and between the Oxnard School District ("District") and Bridgette Klaus dba/Let's Talk About It ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Ten Thousand Dollars ($10,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Bridgette Klaus dba/Let's Talk About It
800 Santa Ynez Street
San Gabriel, CA 91775
Phone: (626) 695.2965
Fax:
Email: bklaus.avt@gmail.com

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

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

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

26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**BRIDGETTE KLAUS dba/LET'S TALK ABOUT IT:**
_____	_____
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 #**18-194**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-194

SERVICES

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

***PER ATTACHED 2018-2019 RATE SCHEDULE**

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

***PER ATTACHED 2018-2019 RATE SCHEDULE**

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

STATUS REPORT FOR ACTIVITY:	**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 #**18-194**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-194

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 attached 2018-2019 Rate Schedule, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $ 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, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-194**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-194

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 #**18-194**

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 #**18-194**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-194

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **BRIDGETTE KLAUS dba/LET'S TALK ABOUT IT**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Let's Talk About It
Auditory-Verbal Therapy
services with
Bridgette Klaus, M.S.Ed, LSLS Cert AVT
Listening and Spoken Language Specialist
Certified Auditory-Verbal Therapist
Teacher of the Deaf
Non-public Agency

2018-2019 Rate Schedule

Staff	Service	Rate
Bridgette Klaus, M.S.Ed., LSLS Cert AVT	Initial Assessment, Written Report, and Presentation of Results (for in-office assessment)	$1300
	Onsite assessment	$1300 + travel time and mileage reimbursement
	Annual Assessment, Report with goals	$500
	Auditory-Verbal Therapy	$175/Hour
	DH/H Itinerant Services on-site.	$175/hour + mileage reimbursement (54.5 cents per mile)
	Onsite school inservice + mileage reimbursement	$200/hour + mileage reimbursement (54.5 cents per mile)

207 S. Santa Anita Street, #300, San Gabriel, CA 91776
bklaus@letstalkavt.com * (626) 695-2965
www.letstalkavt.com

800 Santa Ynez Street, San Gabriel, CA 91775 •(626) 695-2965 •bklaus.avt@gmail.com

Bridgette Klaus

Experience

October 2005-present | Let's Talk About It | San Gabriel, CA

Listening and Spoken Language Specialist, Certified Auditory-Verbal Therapist

- Certified Auditory-Verbal Therapist working in private practice.
- Work with children with a hearing loss and their families in individual sessions.
- Experience with hearing aids, cochlear implants, and FM systems.
- Work on speech, language, cognitive, and social skills through audition.
- Formally and informally assess children in areas of speech, language, and audition.
- Write individual goals for each child.
- Provide mainstream support.
- Contracts with school districts and insurance companies throughout Southern California.
- Experience working with children with additional needs.

January 2007-July 2010 | John Tracy Clinic/University of San Diego | Los Angeles, CA

•Adjunct Professor

- Taught preschool curriculum courses on-site and on-line for graduate students studying to become Teachers of the Deaf.
- Supervised student teachers during their practicum.
- Created lesson plans and grading rubrics to evaluate graduate student performance.

2002-2007 | John Tracy Clinic | Los Angeles, CA

Preschool Classroom Teacher

- Lead teacher in classroom for four and five-year old students with a hearing loss.
- Guided parents in working with their children to promote listening and spoken language development.
- Worked on speech, language, cognitive, and social skills through audition.
- Taught parent classes bimonthly.
- Taught in parent-infant room once a week during Friday Family School.

2000-2004 | No Limits Speech and Language Center | Culver City, CA

Speech and Language Teacher

- Worked with children and their parents after school, providing auditory-verbal therapy services.
- Worked on speech and language through audition.
- Taught parent classes once a month.

2000-2002, 2005 John Tracy Clinic Los Angeles, CA

Speech and Language Teacher

- Pulled children out of class and worked one-to-one with them.
- Worked on speech and language through audition.
- Guided parents in working with their children to acquire spoken language.
- Taught parent classes every two weeks.
- Assessed children in the areas of speech, language, and audition.
- Wrote Individualized Service Plans for each child and family with current levels of functioning and goals.

Education

1999-2000 University of Southern California/John Tracy Clinic Los Angeles, CA

Masters of Science in Education/Deaf and Hard of Hearing Credential

- C.V. Hudgins Speech Teaching Award

1994-1998 Loyola Marymount University Los Angeles, CA

Bachelor of Arts

- Liberal Studies Major/Special Education Minor
- Award for Excellence in Teaching Special Education

Certifications

Level I Education Specialist Instruction Credential, Deaf and Hard of Hearing

Clear Level II Education Specialist Instruction Credential, Deaf and Hard of Hearing

Listening and Spoken Language Specialist-Certified Auditory-Verbal Therapist

Professional Organizations

Alexander Graham Bell Association for the Deaf and Hard of Hearing

Executive Board of Directors, California Chapter: 2006-2009

2007 and 2009 State Conference Planning Committees

Presentations

2006 AG Bell National Conference: "Wanna Play?"

October 2009: Southern California Hearing Coordination Center Semi-Annual Meeting: "Auditory-Oral and Auditory-Verbal Options."

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 _____**

Approval of Agreement #18-195 – Karen Schnee (DeGenna/Sugden)

Karen Schnee will provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to complete speech evaluations.

FISCAL IMPACT:

Not to exceed $30,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-195 with Karen Schnee.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-195, Karen Schnee (13 Pages)
2018-2019 Rate Sheet (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-195

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January 2019 by and between the Oxnard School District ("District") and Karen Schnee ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Thirty Thousand Dollars ($30,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:**
Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant:
Karen Schnee
20700 Ventura Blvd., Suite 228
Woodland Hills, CA 91364
Phone: (818) 363.1912
Fax: (818) 999.9192
Email: kslearn@aol.com

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

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

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

26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**KAREN SCHNEE:**
_____	_____
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 #**18-195**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-195

SERVICES

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

***PER ATTACHED 2018-2019 RATE SHEET**

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

***PER ATTACHED 2018-2019 RATE SHEET**

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

STATUS REPORT FOR ACTIVITY:	**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 #**18-195**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-195

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars ($30,000.00), per attached 2018-2019 Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $ 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 $30,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-195**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-195

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:

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 #**18-195**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-195

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Karen Schnee M.A.
Speech/Language Pathologist
License #6287
Board Certified Educational Therapist #10175

2018-2019 Rates

Service	Hourly Rate
Testing…..……	180.00
Speech Therapy……	160.00
Educational Therapy…….	160.00
Attendance at an IEP…….	180.00
Expert Witness at Due Process……..	300.00

	Flat Rate
IEE Academic Achievement……..	3500.00
IEE Academic Achievement with interpreter……	3800.00
IEE Speech and Language…….....	3500.00
IEE Speech and Language with interpreter……..	3800.00

20700 Ventura Blvd., Suite 228 Woodland Hills, CA. 91364 (818) 363-1912 Fax (818) 999-9192

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 #18-188 – LingPerfect Translations, Inc. (DeGenna/Batista)

LingPerfect Translations, Inc. will provide over the phone Translation/Interpreting services as needed during the period of January 17, 2019 through June 30, 2019.

FISCAL IMPACT

$2,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-188 with LingPerfect Translations. Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-188, LingPerfect Translations, Inc. (13 Pages)
Quote #Q-08235-01 (6 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-188

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January 2019 by and between the Oxnard School District ("District") and LingPerfect Translations, Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

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2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Two Thousand Dollars ($2,000.00), per rates listed in attached Quote #Q-08235-01, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:**
Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Marlene Batista
Phone: 805.385.1501, x2351
Fax: 805.486.6084

To Consultant:
LingPerfect Translations, Inc.
2 Water Street, Suite 14A
New York, NY 10004
Attention: Robert London
Phone: (888) 808.8166
Fax: (646) 736.1975

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

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

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

26. **Administration**. **DR. MARLENE BATISTA** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**LINGPERFECT TRANSLATIONS, INC.:**
_____	_____
Signature	Signature
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	Typed Name/Title
_____	_____
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-188**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-188

SERVICES

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

Provide over the phone translation/interpreting services per attached Quote #Q-08235-01

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

N/A

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

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

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

☑ None.

☐ 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 #**18-188**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-188

COMPENSATION

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

*Per attached Quote #Q-08235-01 – Not to Exceed $2,000.00

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $2,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-188**

~~EXHIBIT C~~
~~TO AGREEMENT FOR CONSULTANT SERVICES #18-188~~

~~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:~~

~~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 #**18-188**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-188

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

LingPerfect Translations, Inc., 2 Water St., Suite 14A, New York, NY 10004

Oxnard School District
Erica Murillo de Jeronimo

Contact	Direct Line	Email	Date
Robert London	1-646-270-5144	rlondon@lingperfect.com	29 October 2018

Quote No. Q-08235-01

Dear Erica,

On behalf of LingPerfect, thank you very much for your inquiry. After carefully reviewing all the information for this assignment, we are pleased to provide you with the following quote.

LingPerfect is a global ISO 9001:2015 certified company that specializes in professional language translation, consulting, and localization in over 200 languages. We work around the clock with thousands of translators across the globe to provide accurate results within tight timeframes.

We have analyzed your original files and have come to the total costs which are detailed below. You'll also find an outline of our understanding of your project and some background information about our company, quality assurance processes and our customers.

We look forward to working closely with you on this assignment. Please let me know if you have any questions.

Yours sincerely,

Robert London

Robert London
Enterprise Localization Director

LingPerfect Translations
ISO 9001:2008 Certified

2 Water St., Suite 14A
New York, NY 10004
www.lingperfect.com
Office: +1 888-808-8166
Mobile: +1 646-270-5144
Fax: (646) 736-1975
Email: rlondon@lingperfect.com

New York - Corporate Headquarters
LingPerfect Translations, Inc.
2 Water St., Suite 14A
New York, NY 10004
Toll Free: (888) 808-8166
sales@lingperfect.com

Florida
14 NE 1st Ave. 2nd Floor.
Miami, FL 33132:
FL@lingperfect.com

Poland
LingPerfect Sp. Z o.o. Sp. K.
Ul. Chalubinskiego 8
00-613, Warsaw
Tel: +48 22 292 81
poland@lingperfect.com

China
Room 623, Building B, LangTing House
No. 8, Chaoyang Road, Chaoyang District, Beijing
Tel: +86 10 84057409
Beijing@lingperfect.com

Quote Summary

Over the Phone Interpretation

1. On Demand, Over the Phone Interpretation. $2.00 per minute for Spanish, all other languages are $2.50 per minute. Billed on monthly basis, usage only.

Service Items	Quantity	Unit Price	Subtotal

Subtotal:	**$** 0.00
Total:	**$ 0.00**

This quote is valid until 11/28/2018 01:00h.
All payments are due on receipt of invoice.
See the following pages for a description of LingPerfect's services and Terms and Conditions.

Approval

I approve LingPerfect to begin work on the above quoted project for Oxnard School District.

Authorized Signature:_____

Date: _____

PO# (if applicable):_____

3Rd Party Billing Approval (If applicable)

I hereby approve LingPerfect to begin work on the above quoted project requested by Oxnard School District on my behalf. I acknowledge that by signing this quote I am assuming responsibility of payment. If payment is not received within 30 calendar days of receipt of invoice, Oxnard School District will be held responsible for payment.

Name: _____

Title: _____

Company Name: _____

Address: _____

Date: _____

PO# (if applicable):_____

Authorized Signature:_____

New York - Corporate Headquarters
LingPerfect Translations, Inc.
2 Water St., Suite 14A
New York, NY 10004
Toll Free: (888) 808-8166
sales@lingperfect.com

Florida
14 NE 1st Ave. 2nd Floor.
Miami, FL 33132:
FL@lingperfect.com

Poland
LingPerfect Sp. Z o.o. Sp. K.
Ul. Chalubinskiego 8
00-613, Warsaw
Tel: +48 22 292 81
poland@lingperfect.com

China
Room 623, Building B, LangTing House
No. 8, Chaoyang Road, Chaoyang District, Beijing
Tel: +86 10 84057409
Beijing@lingperfect.com

One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize LingPerfect Translations to make a one-time charge to your credit card listed below.

By signing this form you give us permission to charge your account for the amount authorized on or after the indicated date. This is permission for a single transaction only and will not result in additional unrelated charges to your account.

Please complete the information below:

I _____ authorize LingPerfect Translations to charge my credit card
(Full name)

account indicated below for $_____. This payment is for translation services commenced on October 29, 2018.

Billing Address_____ Phone# _____

City, State, Zip _____ Email_____

Account Type: ☐ Visa ☐ MasterCard ☐ AMEX

Cardholder Name _____

Account Number _____

Expiration Date _____

CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) _____

SIGNATURE _____DATE _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

New York - Corporate Headquarters
LingPerfect Translations, Inc.
2 Water St., Suite 14A
New York, NY 10004
Toll Free: (888) 808-8166
sales@lingperfect.com

Florida
14 NE 1st Ave. 2nd Floor.
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Room 623, Building B, LangTing House
No. 8, Chaoyang Road, Chaoyang District, Beijing
Tel: +86 10 84057409
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About LingPerfect Translations

Our Customers

As one of the world's most trusted translation providers, we're privileged to work on complex projects for well-known brands such as Coca Cola, Google, CAT, Citi, Fuji, Nikon and Microsoft and we are delighted about the possibility of working with you. We work hard to ensure the highest translation quality and that is why thousands of companies trust us every day to accurately adapt their most critical business communications into any language.

Quality Assurance: An ISO 9001:2015 Certified Company

Predictable and reliable quality translations happen because of our unique four step QA process:

1. Every translator we use is a Certified Professional Translator & Native Speaker
2. Every translation is edited by a second Certified Professional Translator
3. Every edited translation is proofread by a specialist from our in-house Quality Assurance Team
4. Every proofread translation is validated by a Project Manager prior to delivery

Services

File Prep

The source files received from the client will be engineered into a suitable format that is compatible with our translation memory software. All formatting and coding will be preserved for consistency in the final delivery.

Draft Translation

This service includes translation only by a single linguist. We recommend this service if the document will be used for internal purposes only, or if you have an in-house reviewer who will finalize the content. We do not recommend this option for any document that will be used externally and will not undergo further editing. The translator will possess at least five years of experience translating similar material and our in-house proofreaders are trained specialists in document formatting and quality assurance.

Editing

This service includes editing of translated files by a native speaker with at least five years of experience in that field. We recommend this service if the document has already been translated and you are looking for a third party to review the files. Depending on the request, we can perform a full editing of the document so that it is ready to publish or we can perform a review and provide you with a score card analyzing the quality of the file in detail. This quote is based on the fact that the translation that we receive will be of good quality.

Translation, Editing and Proofreading

This service includes a three step process: translation, editing and proofreading. Two professional linguists complete the first two steps and the proofreading stage will be completed by a member of our dedicated, in-house Quality Assurance team. In addition, each linguist will possess at least five years of experience translating similar material and our in-house proofreaders are trained specialists in document formatting and quality

For TEP services, files will be analyzed with the use of our **Translation Memory Technology**. This allows us to store your translations in a database and apply discounts for repetitive content within and between files. Previously translated and repetitive content can be automatically populated when segments match. This **not** a machine translation, a qualified linguist will still review the content prior to project completion.

Formatting

This service includes formatting the documents originally provided by the Client. We will match the formatting of the translated text to the original source file. This stage of the project also includes post-formatting proofreading to ensure that no errors were introduced during the typesetting process. Please note that final charges for formatting will be based upon the actual number of hours required to complete this portion of the project.

Online Quality Control

A LingPerfect linguist will review the website/program for errors, potential corruptions introduced during the upload, and overall functionality. The linguists involved in this process will be separate from the original translation team. .

Transcreation

Transcreation refers to the process of adapting a message to different languages and cultures while evoking the same emotions and conveying a comparable meaning. This is a complex and nuanced process that applies primarily to marketing, advertising, and other creative content. It includes a four-step process: translation, editing, proofreading, and linguistic testing. Two professional linguists complete the first two steps and the proofreading stage will be completed by a member of our dedicated, in-house Quality Assurance team. Once the initial TEP phase is

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complete, and to ensure that the final transcreation product meets all of these criteria, we engage in a rigorous linguistic testing phase.

The final product is reviewed by a panel of marketing linguists who provide feedback on the tone of the message in the target culture. If we determine that the style or nature of the message has been changed in the act of transcreation, the project returns to the translation team for editing. This process intentionally mirrors the methods used by advertising and marketing firms. In this way, **we are able to guarantee the integrity of your brand, image and message**, while providing new deliverables that will have the desired impact on the intended audience.

Consecutive interpreting

In this type of interpreting the speaker pauses to give time for the interpreter to translate the speech before continuing. This is the most common type of request and is required in many different settings: training, business meetings and negotiations, depositions and legal proceedings, medical appointments and so on.

Simultaneous interpreting

This involves a steady stream of interpretation to take place without a break or pause in the original speech. The result is translated content in real-time with only a few seconds delay. The set-up requires two interpreters to work in-tandem in soundproof booths with technical equipment to deliver the interpretation to an audience listening on headphones. This is commonly requested for conferences and presentations to large groups. We can manage all aspects of your event by also providing the technical equipment and on-site engineers to set-up and monitor the equipment.

Document review

A team of bilingual reviewers will examine the documentation and either categorize, prioritize, or summarize it for later use referencing specific criteria provided by the client. Once the client has determined which pages/documents require further scrutiny, they can be subsequently translated.

Deliverables

All projects are delivered digitally. If a physical version is required, delivery charges for overnight mail / messenger services will be billed in addition to the pricing quoted above.

Total Project Costs

Below please find a summary of all services and the total cost of completing the work outlined above. All costs include project management and quality assurance services.

Turnaround Time

We will email you the final translation files by the agreed deadline or immediately after they have undergone our Quality Assurance process.

When undertaking rush projects, we will make every effort to ensure the quality and accuracy of the translation. However, a rush project may not have the same quality or accuracy as a non-rush project since producing quality translation takes time. Please acknowledge that undertaking jobs on a rush basis may result in objective or subjective errors and inconsistencies (stylistic, grammatical, word usage, etc.), although we will make every effort to prevent this from happening.

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Terms & Conditions

The charges outlined above are based upon the information provided by the Client and are subject to change. Should any portion of this estimate require revision during the course of the project, LingPerfect will forward an updated estimate to the Client immediately. Should the Client change the parameters of the project while it is in progress (turnaround time accelerated, source files not provided on time, project's scope/size expanded, etc.), LingPerfect reserves the right to apply additional charges and/or extend the deadline in accordance with the change requested. Furthermore, should the Client request additional services to be performed such as subjective revisions to language and/or layout, revisions to English source files which might affect the foreign language versions, etc., then such services will be billed in addition to the above.

Since translation is a subjective process through which different individuals may express the same meaning using different word choices, LingPerfect will not be liable for such variations. Additionally, there may be "personal preferences" in word selection which may be stylistic or based on a person's familiarity with company- or industry specific terminology. LingPerfect will attempt to utilize reference materials and glossaries to the extent commercially reasonable, but there remains the likelihood that the Client may prefer word insertions or replacements. As such, there may be additional costs associated with the incorporation of differing terms or language into the final translated document.

If ten (10) business days lapse following the completion of the project without communication from the Client of any possible concerns with LingPerfect performance, then the Client irrevocably waives all rights to dispute payment of any and all invoices pertaining to such project.

When undertaking rush projects, LingPerfect will use reasonable efforts to ensure the quality of the project. However, due to the nature of rush projects, the Client acknowledges and agrees that it is sometimes impossible to maintain the same level of quality that would be achieved on a non-rush basis.

LingPerfect shall not be liable under any theory at law, in equity or otherwise for any special, exemplary, punitive, incidental, indirect or consequential damages (even if LingPerfect has been advised of same), including without limitation lost profits or revenues. The entire liability of LingPerfect for any claim, loss or damages under any theory at law, in equity or otherwise, including without limitation contract, tort, negligence and strict liability, arising out of this agreement or the engagement of LingPerfect in connection with the project in question, the performance or breach hereof, or the subject matter hereof shall not in any event exceed the sum of the payments actually made by the Client to LingPerfect pursuant to this agreement. Any action against LingPerfect must be brought within one (1) year after the claim arose.

Approval

By signing this agreement, the Client (a) agrees to be bound by all the provisions hereof (including all the terms and conditions set forth above), and (b) acknowledges that it is solely responsible to make full payment of all charges and expenses relating to the project within 30 days after its completion. Collection of related payments from any third party is a private matter of the Client and shall not affect the Client's responsibility for payment to LingPerfect. Amounts not paid when due shall bear interest at the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate of interest permitted by applicable law. If LingPerfect must resort to collection by an agency or through legal action, the Client agrees to pay collection fees and reasonable attorney fees in an amount not less than 30% of the unpaid principal and interest owed to LingPerfect hereunder. If the above fees exceed the amounts allowed under the applicable law(s), then the maximum amount allowed shall be paid to LingPerfect by the Client.

Severability

Should any part of this agreement be rendered void, invalid or unenforceable by any court of law for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other part of this agreement.

Governing Law

This agreement and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction and any suit brought hereon must be brought in the state or federal courts sitting in the County of New York, State of New York, the parties hereby waiving any claims or defenses that such forum is not convenient. In Witness, whereof, LingPerfect and the Client have caused this agreement to be executed by their duly authorized officers or agents as of the day and year written below.

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

	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 #18-199 – Burnham Benefits Insurance Services (Penanhoat)

On November 16, 2018, proposals were solicited for RFP #18-01 Health & Welfare Benefits Consultant Services. Four (4) responses were received by the deadline of December 10, 2018.

After review and evaluation, Burnham Benefits Insurance Services was selected to provide Health & Welfare Benefits Consultant Services for the period of January 17, 2019 through January 16, 2020.

FISCAL IMPACT:

Not to exceed $70,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-199 with Burnham Benefits Insurance Services.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-199, Burnham Benefits Insurance Services (13 Pages)
Proposal/Offer Form (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-199

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January, 2019 by and between the Oxnard School District ("District") and Burnham Benefits Insurance Services ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through January 16, 2020 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Seventy Thousand Dollars ($70,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

22. **Insurance**. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **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: Janet Penanhoat
Phone: 805.385.1501, x2401
Fax: 805.487.2118

To Consultant:
Burnham Benefits Insurance Services
2211 Michelson Drive, Suite 1200
Irvine, CA 92612
Attention: Maggie Lepore
Phone: (805) 771.9830
Fax: (949) 833.9549
Email: lepore@burnhambenefits.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**. **JANET PENANHOAT** 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:	**BURNHAM BENEFITS INSURANCE SERVICES:**
_____	_____
Signature	Signature
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	Typed Name/Title
_____	_____
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-199**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-199

SERVICES

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

***PER ATTACHED PROPOSAL/OFFER FORM AND THE TERMS & CONDITIONS OF RFP #18-01 HEALTH & WELFARE BENEFITS CONSULTANT SERVICES**

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

***PER ATTACHED PROPOSAL/OFFER FORM AND THE TERMS & CONDITIONS OF RFP #18-01 HEALTH & WELFARE BENEFITS CONSULTANT SERVICES**

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 #**18-199**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-199

COMPENSATION

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

Total compensation shall not exceed Seventy Thousand Dollars ($70,000.00), per attached Proposal/Offer Form, 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 $70,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-199**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-199

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 #**18-199**

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 #**18-199**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-199

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

x. FIRM PROPOSAL/OFFER FORM (Attachment 1)

Offerors shall execute and submit a "Firm Proposal/Offer Form" with any proposal/offer (see Attachment 1)

ATTACHMENT 1

FIRM PROPOSAL/OFFER FORM

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to the Oxnard School District.

The Offeror hereby agrees that its proposal/offer is subject to all RFP provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an Agreement in substantial accordance with such RFP provisions, terms and conditions.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by the Oxnard School District for the period through and including February 1, 2019. The Offeror hereby agrees that if its proposal/offer is accepted by the Oxnard School District that ii shall provide the health benefits actuarial consultant services in accordance with the RFP, as it may be amended.

Oxnard School District

Bid Amount: $70,000 Annual Fee OR $11 Per Member Per Month

Name of Person Duly Authorized to Execute this Proposal/Offer:

Maggie Lepore

Duly Authorized Signature: Maggie Lepore

Title: Senior Consultant

Date of this Proposal/Offer: December 10, 2018

Offeror Name: Maggie Lepore

Offeror Address: 300 James Way, Suite 240, Pismo Beach, CA 93449

Offeror Telephone: 805.771.9830

Offeror Facsimile: 949.833.9549

Offeror Email: lepore@burnhambenefits.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 #18-175 – City Impact Inc. (DeGenna/Sugden)

City Impact Inc. will provide Individual Student and/or Group Therapy, as well as Staff Supervision, for the Special Education Services Department during the period of January 7, 2019 through June 30, 2020.

FISCAL IMPACT:

$90,000.00 (per attached Rate Sheets) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-175 with City Impact Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-175, City Impact Inc. (13 Pages)
Rate Sheet (Counseling) (1 Page)
Rate Sheet (Supervision) (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-175

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January, 2019 by and between the Oxnard School District ("District") and City Impact 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:

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 **January 7, 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.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Ninety Thousand Dollars ($90,000.00), per attached Rate Sheets, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:**
Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: (805) 385.1501 x2175
Fax: (805) 487.9648

To Consultant:
City Impact Inc.
555 South A Street, Suite 185
Oxnard, CA 93030
Attn: Betty Alvarez Ham
Phone: (805) 983.3636
Fax: (805) 983.3636

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

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

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

26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**CITY IMPACT INC.:**
_____	_____
Signature	*Signature*
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	*Typed Name/Title*
_____	_____
Date	*Date*
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-175**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2018-2019 & 2019-2020 school years, per attached Rate Sheets.

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

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.	
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 #**18-175**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED $90,000.00 per attached Rate Sheets

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 $90,000.00, per attached Rate Sheets, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-175**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

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:

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 #**18-175**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

CITY IMPACT, INC.
Outreach for At-Risk Children, Youth and Families

SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)

COUNSELING SERVICES
RATE SHEET

SERVICE	RATE PER HOUR
Individual Therapy (in school) English	$61.81
Individual Therapy (in school) Spanish	$71.96
Group Therapy (in school) English	$82.42
Group Therapy (in school) Spanish	$89.54
Attendance at an IEP (English)	$61.81
Attendance at an IEP (Spanish)	$71.96
Counseling (in home/City Impact office) English	$82.42
Counseling (in home/City Impact office) Spanish	$89.54

CITY IMPACT, INC.
Outreach for At-Risk Children, Youth and Families

SCOPE OF WORK

Provide Clinical Supervision for School Psychologist acquiring MFT hours. City Impact's Clinical Supervisor is a Licensed Social Worker #14219 and is covered under California Board of Behavioral Science Examiners.

1. Clinical Supervision (Group – 2 hour)
2. Clinical Supervision (Individual – 1 hour)

Clinical Supervision (Group) (2 hour)	**$65.00 per hour**
Clinical Supervision (Individual)	**$70.00**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

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

Approval of Amendment #1 to Agreement #18-49 – California Department of Education – Child Development Division Contract #CSPP-8670 (DeGenna/Thomas)

At the Board meeting of August 8, 2018, the Board of Trustees ratified Agreement #18-49 with the California Department of Education – Child Development Division, including the funding amount of $1,421,883.00, for the operation of seven (7) state preschools.

Amendment #1 includes an increase to the Maximum Reimbursable Amount (MRA) in the amount of $71,292.00 for a revised total agreement amount of $1,493,175.00 for the 2018-2019 fiscal year.

FISCAL IMPACT:

Revised $1,493,175.00 funding to the Oxnard School District to operate State Preschool Program reflects an increase of $71,292.00.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Amendment #1 to Agreement #18-49 with California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Amendment #1 (1 Page)
Agreement #18-49, California Department of Education-Child Development Division #CSPP-8670 (6 Pages)

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 18 - 19

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Budget Act

DATE: July 01, 2018
CONTRACT NUMBER: CSPP-8670
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 56-7253-00-8

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CSPP-8670 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $1,421,883.00 and inserting $1,493,175.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $45.73 and inserting $48.28 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 31,093.0 and inserting 30,926.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING: Lisa Franz, Director of Purchasing
TITLE: Contract Manager	ADDRESS: 1051 South A Street, Oxnard, CA 93030

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 71,292	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 1,421,883	(OPTIONAL USE) 0656 23038-7253			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 1,493,175	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

OSD AGREEMENT #18-49

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-8670
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 56-7253-00-8

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed $45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of $1,421,883.00.

rvice Requirements

Minimum Child Days of Enrollment (CDE) Requirement 31,093.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp

STATE OF CALIFORNIA				CONTRACTOR	
BY (AUTHORIZED SIGNATURE)				BY (AUTHORIZED SIGNATURE) Lisa A. Franz	
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,				PRINTED NAME AND TITLE OF PERSON SIGNING: Lisa Franz, Director of Purchasing	
TITLE: Contract Manager				ADDRESS: 1051 South A St., Oxnard, CA 93030	
AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 1,421,883	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-7253				
TOTAL AMOUNT ENCUMBERED TO DATE: $ 1,421,883	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019	
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE: AUG 30 2018		

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Oxnard School District	95-6002318
By (Authorized Signature) Lisa A. Franz	
Printed Name and Title of Person Signing Lisa Franz, Director of Purchasing	
Date Executed 8-22-18	*Executed in the County of* Ventura

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* Oxnard School District	*Federal ID Number* 95-6002318
By (Authorized Signature) Lisa A. Franz	
Printed Name and Title of Person Signing Lisa Franz, Director of Purchasing	
Date Executed 8-22-18	*Executed in the County and State of* Ventura CA

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 Amendment #1 to Agreement #18-12 – AVID Center (DeGenna/Batista)

At the Board Meeting of June 6, 2018, the Board of Trustees approved Agreement #18-12, with the AVID Center, in the amount of $5,100.00, to provide professional development during the 2018-2019 school year.

Amendment # 1 in the amount of $7,650.00, will cover three (3) additional days of "AVID Excel Site and District Visitations", for a new total agreement amount of $12,750.00.

FISCAL IMPACT:

$7,650.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #18-12 with the AVID Center.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (2 Pages)
Agreement #18-12, AVID Center (8 Pages)

AVID Center Amendment

Amendment to Quote #: Q-01452
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
3	AVID Excel Site and District Visitation Days	$2,550.00	$7,650.00
		District Products SUBTOTAL:	**$7,650.00**

TOTAL:	$7,650.00

Additional Comments:

Amendment increased quantity from 2 to 3 for "AVID Excel Site and District Visitations Days."

Amendment to the AVID College Readiness System Services and Products Agreement

This Amendment to the AVID College Readiness System Services and Products Agreement with Q-01452 incorporated ("AVID Amendment") is hereby fully incorporated into the Agreement by and between AVID Center and Oxnard School District. The parties agree that this Amendment shall be in effect on 11/09/2018 irrespective of the dates listed below, and its term shall run concurrent with the term of the Agreement. Indicated by their signatures below, Client and AVID Center hereby agree to changes to the AVID College Readiness System Services and Products Agreement as described herein.

	AVID Center, a California Non-Profit Corporation 501(c)(3)	Oxnard School District
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

DocuSign Envelope ID: 0AA6874C-7AEC-491E-B05C-AA8D8B0CE09E

OSD AGREEMENT #18-12

AVID Center Quote

Quote #: Q-01452
Oxnard School District
1051 S A St
Oxnard, CA 93030
Quote Prepared For:
Oxnard School District

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

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

TOTAL:	$5,100.00

Additional Comments:

N/A

AVID Standard Terms and Conditions

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

Article I. Definitions

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

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

(a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID *for* Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

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

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

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

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

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

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

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

Article II. Period of Agreement

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

Article III. Licenses and Proprietary Rights

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

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

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

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

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

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

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

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

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

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

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

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

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

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

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

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

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

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

Article IV. Compensation

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

Article V. Status of Parties

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

Article VI. Authority

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

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

Article VII. Termination

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

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

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

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

Article VIII. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

Article IX. Services and Products Exhibits

9.1 AVID Excel Participation:

(a) AVID Excel: AVID Excel is a middle school program designed to increase the college readiness of designated English Language Learner students. The goal of AVID Excel is to interrupt students' path to long-term ELL status, accelerate their academic language acquisition, and place them in AVID and college preparatory coursework.

(b) AVID Excel Participation: By signing the Quote and paying the associated Participation Fee for each participating site and a one-time curriculum fee per site, Client and their school sites listed in the Quote will be considered AVID Excel "Participant(s)." Participation runs concurrently with the Term of this Agreement.

(c) AVID College Readiness System and Materials: Participation entitles Client to implement AVID Excel only at the Participant school sites listed in the Quote and to use the licensed AVID trademarks, copyrights and other intellectual property strictly for the Client's AVID Excel participation pursuant to the provisions of this Agreement.

(d) AVID Center Support: AVID Center agrees to provide support to Client through AVID Center's national and/or divisional offices. Participation includes support from AVID Center's national office in the following ways:

- Access to resources, including but not limited to: recruiting documents, coaching materials, and training modules,
- Access to updates of curriculum and other resources,

- Access to phone, email, web conference support tailored to AVID Excel,
- Coordination with Client to collect, report, and analyze data from Participant schools,
- Access to ongoing AVID Excel development through various professional learning sessions and workshops,
- Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Standard Terms and Conditions,
- Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website.

(e) Licensing Benefits: Participation includes a license to use the AVID Trademarks to promote Client's implementation of AVID Excel, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as Participants (sites purchasing Participation fee) in the Quote for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Exhibit.

(f) Annual Participation/License Fee: Client agrees to pay AVID Center an annual Participation fee for each Participant site according to the pricing schedule set forth in the Quote.

(g) AVID Methods: Client agrees to implement AVID Excel according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. Client is responsible for each of its school sites' compliance with this Agreement.

(h) Student Selection: Client agrees to select students for AVID's Excel in accordance with the selection criteria established in the AVID Excel recruiting process. Student Selection criteria may be modified and/or updated by AVID from time to time at AVID's sole discretion.

(i) AVID Excel District Leader: In order to disseminate AVID effectively and to build a strong district AVID Excel program, AVID Center coordinates professional learning and networking with district leaders known as AVID Excel District Leaders. The primary role of the AVID Excel District Leader is to coordinate support for AVID Excel within Client's School System. These individuals accept responsibility for ensuring the implementation of the AVID Excel program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID Excel participation. The AVID Excel District Leader is required to be present at both the Professional Learning/Site Visitation Days for Years 1 and 2. Client agrees to maintain, at its expense, at least one district-level AVID Excel District Leader.

(j) District Virtual Professional Learning: Client agrees to purchase and attend virtual professional learning in the district's first and second year of participation. Each year, Client's Participant sites attend approximately 5 hours of virtual professional learning. District Virtual Professional Learning is available for content-area teachers who teach AVID Excel students.

(k) District On-Site Professional Learning/Site Visitation Days: Client agrees to purchase and participate in two (2) Professional Learning/Site Visitation Days in each of the district's first and second year of participation. A representative from AVID Excel will observe participating classrooms and meet with the building administrators, the AVID Excel District Leader, and AVID Excel teachers to discuss progress and provide support needed by the site and the AVID Excel District Leader.

(l) Summer Institute: Client agrees to register and attend an AVID Summer Institute in the first year of participation for the AVID Excel District Leader in addition to a site team with a minimum of (6) six members per Participant site. The site team will include AVID Excel teachers, building administrator(s), AVID Excel content area teacher, and others such as the English language learner site/district coordinator or counselors. In Years 2 and 3 of participation, the AVID Excel District Leader is required to attend in addition to a site team with a minimum of two (2) members, including the AVID Excel site administrator and AVID Excel teacher, unless there are multiple AVID Excel teachers, in which case all must attend.

(m) AVID Excel Curriculum Set(s): Client agrees to purchase at least four (4) complete AVID Excel Curriculum Sets for each site in their initial year of participation of AVID Excel and one (1) complete AVID Excel Curriculum Set for the district office. Participant sites in their second year and beyond will continue to have access to the AVID Excel Curriculum materials electronically throughout their participation. AVID Excel Curriculum Set prices are set forth in the Quote. Client shall be entitled to use AVID Excel Curriculum Sets only at the specific school sites listed in the Quote for which the materials were originally purchased. AVID Excel Curriculum Sets are non-transferable. Client and its individual AVID school sites agree to ensure that each AVID Excel classroom has adequate AVID curriculum materials. The use of the AVID Excel Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.

(n) Curriculum Shipment: AVID Center will ship AVID Excel curriculum libraries upon full execution of the Quote, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". The Client confirms that this date reflects the best time for receipt of shipment. Client should allow one week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID

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

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

	AVID Center, a California Non-Profit Corporation 501(c)(3)	Oxnard School District
Signature:		
Print Name:	David S. Greulich	Lisa A. Franz
Title:	Controller	Director, Purchasing
Date:	02 JUL 2018 02 JUL 2018	6-12-18

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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 _____**

Approval of Amendment #1 to Agreement #18-110 – Actum Clinical & Behavioral Services (DeGenna/Sugden)

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-110 with Actum Clinical & Behavioral Services, in the amount of $10,000.00, to provide Independent Educational Evaluator Services for the Special Education Department during the 2018-2019 academic school year.

Amendment #1, in the amount of $20,000.00, will increase the number of students referred for an Independent Educational Evaluation through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $30,000.00.

FISCAL IMPACT:

$20,000.00 per attached hourly rate - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #18-110 with Actum Clinical & Behavioral Services.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #18-110, Actum Clinical & Behavioral Services (17 Pages)

AMENDMENT #1 TO AGREEMENT #18-110 with
Actum Clinical & Behavioral Services
January 16, 2019

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-110 with Actum Clinical & Behavioral Services, in the amount of $10,000.00, to provide Independent Educational Evaluator Services for the Special Education Department during the 2018-2019 academic school year.

Amendment #1, in the amount of $20,000.00, will increase the number of students referred for an Independent Educational Evaluation through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $30,000.00.

ACTUM CLINICAL & BEHAVIORAL SERVICES:

By: _____ Date: _____
Mitchell Taubman

OXNARD SCHOOL DISTRICT:

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

OXNARD SCHOOL DISTRICT

Agreement #18-110

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of September, 2018 by and between the Oxnard School District ("District") and Actum Clinical & Behavioral Services ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from September 20, 2018 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Ten Thousand Dollars ($10,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Actum Clinical & Behavioral Services
23679 Calabasas Road, #261
Calabasas, CA 91302
Attention: Mitchell Taubman, Ph.D.
Phone: (818) 338.6443, x700
Fax:
Email: mtaubman@actumservices.com

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

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

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

26. **Administration**. **AMELIA SUGDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

9-21-18

Date

Tax Identification Number: 95-6002318

ACTUM CLINICAL & BEHAVIORAL SERVICES:

Signature

Mitchell Taubman Executive Director

Typed Name/Title

9-12-18

Date

Tax Identification Number: 82-1740895

☐ Not Project Related

☑ Project #**18-110**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

STATUS REPORT FOR ACTIVITY:	**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 #**18-110**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

COMPENSATION

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

Total compensation shall not exceed Ten Thousand Dollars ($10,000.00), per the attached Proposal, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $ 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, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-110**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

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.

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 #**18-110**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-110

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ACTUM CLINICAL & BEHAVIORAL SERVICES**, who will provide Services under the Agreement, [] is **[X]** is not subject to disclosure obligations.

Date: 9-21-18

By: LaFranz
Lisa A. Franz
Director, Purchasing

ACTUM
CLINICAL & BEHAVIORAL SERVICES
Mitchell Taubman, Ph.D.
Executive Director

August 13, 2018

Ms. Christy Garibay
Administrative Assistant
Special Education Services
Oxnard School District

Dear Ms. Garibay:

The following is in response to the information you requested:

Proposal: An ecological behavior assessment is designed to identify a student's skill deficits that contribute to behavior difficulties and other areas of challenge in educational functioning. Such an assessment may also examine purposes of problematic behavior and contexts that set the occasion for the behavior. Report recommendations are made for systematic skill instruction and behavior programming, including practical, reactive, and proactive elements so as to adequately and individually address the student's identified educational needs. Supportive or other pertinent suggestions are also included.

Scope of Work: Typically included in such an assessment is document review, school and home visits, and interviews with relevant school staff and family. Behavior rating instruments may be used as indicated. This results in information synthesis, behavior program and instructional content development, and a written report.

Rates: My fee is $325 per hour. Assessments vary in terms of necessary time. By way of example, document review usually takes 2 hours; typically, two school visits are conducted at 1-2 hours each; often one home visit is done and is 1-2 hours in length; and customarily, information synthesis, program development, and report writing can require 6-10 hours.

Requested documents are attached.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Mitchell Taubman, Ph.D.
Executive Director

23679 Calabasas Rd. #261 Calabasas, CA 91302 MTaubman@actumservices.com (818) 338-6443 x700

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/22/2018

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	CONTACT NAME: Trust Risk Management Services, Inc
Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674	PHONE (A/C, No, Ext): 877.637.9700 / FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mitchell Taubman
23679 Calabasas Rd. #261
Calabasas, CA 91302 1502

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS–COMP/OP AGG	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per Person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Psychologist's Professional Liability Retroactive Date: 07/21/2017			58G2852688A	07/21/2018	07/21/2019	Each Incident Annual Aggregate	$1,000,000 $3,000,000

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dr. Mitchell T Taubman			
Policy Symbol	Policy Number	Policy Period	Effective Date
CRL	58G2852688A	07/21/2018 to 07/21/2019	07/21/2018
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
Las Virgenes Unified School District	**4111 Las Virgenes Rd. Calabasas CA 91302**
Ventura County S.E.L.P.A.	**5100 Adolfo Road Camarillo CA 93012**

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.

Authorized Agent

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2018

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	CONTACT NAME:	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Dove Psychological and Behavioral Services 6317 Pat Ave WEST HILLS CA 91307	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			UDC-2284800-CGL-18	06/26/2018	06/26/2019	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 [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							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

Brett R Lobdell

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

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** ____

Approval of Work Authorization Letter #8-S to Agreement #13-126 with MNS Engineers to provide waterline easements for the McKinna Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-126 with MNS Engineers to provide Project Surveyor Services.

At the Board meeting of 9/5/18, the Board of Trustees approved WAL #8 with MNS Engineers, to provide two (2) 15' wide waterline easements as per the exhibit and ACAD file provided by CFW. The original information included a legal description and exhibit for the easements. WAL #8-S is needed to perform additional survey work required to complete this easement package. Once the easement package is completed, it will be submitted to CFW for review and approval. Upon approval, CFW will obtain the necessary District signatures and record said easements.

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

Master Agreement: **#13-126**
Work Authorization: Letter **#8-S**
Consultant: **MNS Engineers**
Date Issued: **01/16/2019**

FISCAL IMPACT

Four Hundred Forty Dollars and Zero Cents (**$440.00)** to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #8-S for Master Agreement #13-126 with MNS Engineers.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #8-S – MNS Engineers (1 Page)
- MNS Engineers Proposal, December 10, 2018 (4 Pages)
- Master Agreement #13-126, MNS Engineers (32 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	**DATE:** 1/16/2019
SITE NAME: McKinna Reconstruction	**DSA #** 03-118371
MASTER AGREEMENT #: 13-126	**OPSC #**
WAL #: 8-S	**VENDOR ID:**

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT		CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:	MNS Engineers Inc.
1051 South A Street	Street:	4580 E. Thousand Oaks Blvd. Ste. 101
Oxnard, CA 93030	City, State, Zip:	Westlake Village, CA 91362
(805) 385-1501	Phone:	805.379.1718

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provide two (2) 15' wide waterline easements as per the exhibit and ACAD file provided by CFW. This will include a legal description and an exhibit for the easements. This will then be submitted to CFW for review and upon approval CFW will obtain the necessary signatures and record said easements.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 1/16/2019	**COMPLETION DATE:** 2/28/19

FIXED FEE AMOUNT: Four Hundred Forty Dollars and No Cents ($440.00)

This fee amount is based upon Consultant's proposal dated 12/10/2018 *and subsequent negotiations mutually agreed to by all parties*

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

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

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

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

FOR DISTRICT USE ONLY

PROJECT MANAGER: Mario Mera
PREPARED BY: Sean Mahan
P.O. #
P.O. AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ■ Master Construct & Implementation Funds
COST ID: 6140

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

4580 E. Thousand Oaks Blvd.,Suite 101/Westlake Village, CA 91362
Ph. (805) 648-4840 / C. (805) 896-9473

December 10, 2018

N. David Fatehy
Director of Facilities
Oxnard School District
51055 South C Street
Oxnard, CA 93030

Regarding: **McKinna Elementary School Waterline Easements(revisions)**

Dear David,

MNS Engineers, Inc. (MNS) is pleased to offer the District the following cost estimate for providing surveying services for McKinna Elementary School waterline easements. Our experienced surveyors can fully address the project's needs in a timely and cost efficient manner.

MNS is signatory to IUOE local 12. DIR # 1000003564

The scope and fees are figured on a Time and Material basis for this project and are detailed in Exhibit "A". This proposal is based on our current rate of $280 per hour for a two-person survey crew. Our office fees are per the attached schedule of fees.

Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit A. We would expect to receive payment within thirty (30) days after your receipt of our invoice. Outside services will be invoiced directly to you through your suppliers or at "cost plus" when invoiced through MNS.

Insurance coverage provided by MNS and included in our offer of this proposal are $1,000,000 for each General Liability, Personal Liability, Auto Liability, and Professional Liability. Upon request, we will provide a Certificate of Insurance for the insurance coverage listed above. Should you require additional coverage the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval we can execute an ACEC professional services agreement. Alternatively, you may wish to issue your own contract which MNS has executed on previous projects.

Thank you for your consideration. We look forward to working with you on another successful project.

Sincere regards,
MNS ENGINEERS, INC.

Fred Tice

Fred Tice, PLS
Principal Surveyor

EXHIBIT A
SCOPE OF SERVICES
McKinna Elementary School Reconstruction

This cost estimate is based on the exhibit by Delane Engineering dated 6/08/18.

Item 1	**Waterline Easements** Provide additional revisions to two (2) 15' wide waterline easements as per the exhibit and ACAD file provided by CFW. This will complete the legal descriptions and exhibits for the easements. This has been submitted to CFW for review and approval. CFW will obtain the necessary signature's and record said easements.	**$440.00**

EXHIBIT A
Assumptions, Exclusions and Understandings

1. Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the Superintendent to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without prior authorization from the superintendent.
2. Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the superintendent prior to proceeding with such items of work.
3. Work may be requested that, due to the Contractor's schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
4. Contract Payment and Reimbursable Expenses:

   a) Payments are due and payable according to monthly billings as the work progresses, no retention.

   b) Courier service, blueprinting, and reproduction cost are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
5. Rates are as follows:

   This proposal is based on our attached Schedule of Fees and field rate of $280 per hour for a two-person survey crew.
6. Governmental agency fees or charges and/or deposits are the responsibility of the client.
7. Digital files for plans will be provided by the client prior to work proceeding.
8. All record documents that relate to the existing monumentation shown on the plans will be provided by the client prior to work proceeding.
9. The cost for the survey supplies are factored into each line item fee.
10. There will not be any retention on our invoicing.

STANDARD SCHEDULE OF FEES

Effective July 1, 2018 through June 30, 2019

Surveying

Principal Surveyor/Project Manager	$220/hr.
Senior Project Surveyor	$195/hr.
Assistant Project surveyor	$135/hr.
Supervising CADD Technician	$135/hr.
2 person crew	$280/hr.
1 person crew	$180/hr.

Direct Expenses:
Use of outside consultants as well as copies, blueprints, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%).

Prevailing Wage Rates:
MNS surveyors are signatory to IUOE Local 12. A 2-person survey crew is $280 per hour.

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **MNS Engineers, Inc.** ("Consultant") with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.

3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.

4. **Agreement, Scope of Work, and Assignment of Projects**. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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

5. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A.**

6. **Time for Performance**. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

7. **Additional Services**. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.

8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

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

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.

15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

    a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

16. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.

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

18. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

    _____ (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

(Initials)

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

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

26. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

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

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

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

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

    a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

    a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

    _____ (Initials)

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

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

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

With electronic copy to:	Caldwell Flores Winters, Inc. Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon T: 510-596-8170 Email: ycalderon@cfwinc.com
To Consultant:	MNS Engineers, Inc. 4580 E. Thousand Oaks Blvd., Suite 101 Westlake Village, CA 91362 Attention: Fred Tice T: (805) 648-4840 Email: ftice@mnsengineers.com

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

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

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

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

MNS ENGINEERS INC.:

Signature

JAMES A. SALVATO, PRESIDENT & CEO
Typed Name/Title

29 OCTOBER 2013
Date

Tax Identification Number: 95-2080889

☐ Not Project Related

☑ Project #**13-126**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

WORK AUTHORIZATION PROCEDURES

1. **Assignment of Work Authorization**

1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.

1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.

1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.

1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.

1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.

1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.

1.7. WAL Form: See next page for sample Work Authorization Letter.

☐ Not Project Related

☑ Project #**13-126**

WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	Phone:

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

(ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:	COMPLETION DATE:

FIXED FEE AMOUNT:_____

This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.

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

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

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

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

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	
(PM APPROVAL SIGNATURE)	(DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-126**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

COMPENSATION & RATE/FEE SCHEDULE

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

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

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

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts

allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

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

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

1) Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
2) Acceptable back-up for billings shall include, but not be limited to:
   a) Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
   b) Records for all supplies, materials and equipment properly charged to the Services.
   c) Records for all travel pre-approved by District and properly charged to the Services.
   d) Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

VI. **Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with

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

☐ Not Project Related

☑ Project #**13-126**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-126**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-126**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: _____
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ Project #**13-126**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-126**

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

Name: FRED TICE

Title: PRINCIPAL SURVEYOR

AND/OR

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

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

Date: 10.29.2013

Proper Name of Contractor: KIMS ENGINEERS, INC.

Signature:

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

☐ Not Project Related

☑ Project #**13-126**

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

SCOPE OF SERVICES – PROJECT SURVEYOR

The Project Surveyor's Scope of Work includes, but is not limited to, the following:
Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) **Boundary Survey-General Requirements:**
   - **a.** Obtain a preliminary title report for the assigned property.
   - **b.** Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
   - **c.** If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) **Topographic Survey Scope of Services:**
   - **a.** Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
     1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
     2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
     3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
     4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
     5. Note possibilities of prescriptive rights-of-way and the nature of each;
     6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01'. Location of benchmark to be determined by Architect of Record;
     7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
     8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
     9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
    a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
    b. Indicate location of fire hydrants available to the property and the size of the main serving each;
    c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
    d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

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

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

☐ Not Project Related

☑ Project #**13-126**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: MNS Engineers, Inc. ("MNS")

MNS has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of MNS, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

_____

MNS Engineers, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

_____

Caldwell Flores Winters, Inc. Date

_____

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

☐ Not Project Related

☑ Project #**13-126**

CONSULTANT/VENDOR PROGRESS BILLING FORM

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

PROJECT:	**Project Name/Site**
PROJECT #:	**Project #**
PROJECT TYPE:	**New Const./Modernization**
DATE:	Date of Invoice
INVOICE #:	Invoice #
PERIOD COVERED:	Billing Period of Invoice
PO #:	Purchase Order #
SUBCONTRACTOR:	**VENDOR NAME**
PREPARED BY:	
EMAIL:	
PHONE #:	
FAX #:	

BASE CONTRACT BILLING FORM

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

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

☐ Not Project Related

☑ Project #**13-126**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

1 See "billing tab" below for spreadsheet, these are the instructions

2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc…

3 Enter PO # (Purchase Order #) provided to you when contract issued.

4 Feel free to include your company logo if you wish.

5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.

6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

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

6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column

8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.

9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.

10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.

11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

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

Acord

CERTIFICATE OF LIABILITY INSURANCE

11/12/2013

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

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

PRODUCER
Risk Strategies Company
2040 Main Street, Suite 580
Irvine, CA 92614
Lic. #OF06675

CONTACT NAME: **Sherry Young**
PHONE (A/C,No,Ext): **949.242.9240** FAX (A/C,No): **949.596.0866**
EMAIL ADDRESS: **syoung@risk-strategies.com**

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Co. of CT	25682
INSURER B:	Travelers Property Casualty Co. of Am.	25674
INSURER C:	ACE American Insurance Co.	22667
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER POLICY [X] PROJECT [ ] LOC	X		6802217L895	06/14/13	06/14/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	X		BA2220L697	06/14/13	06/14/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CUP6512Y975	06/14/13	06/14/14	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N *ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?* [ ] (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XJUB3240T745	06/14/13	06/14/14	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	PROFESSIONAL LIABILITY			G25659272001	06/14/13	06/14/14	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Projects as on file with the Insured. Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies-see attached endorsements.

CERTIFICATE HOLDER

Oxnard School District
Attn: Tylor Middlestadt
1051 S. A St.
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

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

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this Insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

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

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

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

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

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

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

E. TRAILERS -INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE- GLASS

J. PERSONAL EFFECTS

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

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

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

B. EMPLOYEE HIRED AUTO

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

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

2. The following replaces Paragraph **b. in B.S., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II- LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II- LIABILITY COVERAGE:**

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

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. of SECTION II- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND OATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.2.. Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph **D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

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** ____

Approval of Credit Change Order No. 002 to Construction Services Agreement #17-209 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Brekke Elementary School (Penanhoat/Fateh/CFW)

The Brekke Elementary School Kindergarten Flex Classroom Building Addition project has been completed and the facility has been occupied by the school district. The DSA Form 168, Statement of Final Actual Project Cost has been filed with the Department of the State Architect. Other forms required for DSA project certification, such as the DSA 6 Verified Report, required of the project Inspector of Record, General Contractor and Architect of Record, have also been filed with the Department of the State Architect, and DSA certification of the project is forthcoming. This **credit** change order returns unused project funds, in the form of allowances, to this project's fund.

Credit Change Order No. 002 provides for the Board's consideration and approval of one (1) change proposal, PCO #007 with the following scope of work.

- PCO #007 – Credit for Unused Allowances

FISCAL IMPACT

A Credit of Twenty-Six Thousand Nine Hundred Ninety-Eight Dollars and Ninety-One Cents ($26,998.91) to be returned to the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Credit Change Order No. 002 to Construction Services Agreement #17-209 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Brekke Elementary School.

ADDITIONAL MATERIAL

Attached:

- Credit Change Order #002, Viola Constructors Inc. (2 Pages)
- PCO #007 (2 Pages)
- Construction Services Agreement #17-209 (31 Pages)

CHANGE ORDER

Date: 01.16.2019 **CHANGE ORDER NO. 002**

PROJECT: **Kinder/Flex – Brekke Elementary**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-209

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT **Flewelling and Moody**
815 Colorado Blvd
Los Angeles, CA 90041

CONTRACTOR:
Viola Constructors Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Attn: Pat Waid

Architects Proj. No.: 2781-100
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118725

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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……**$ 737,009.12**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS……..**$ 45,806.12**

ADJUSTED CONTRACT SUM……..**$ 782,815.24**

NET CHANGE - $ (26,998.91)

Total Change Orders to Date: 002……..**$ 18,807.21**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 002…… **$ 755,816.33**

Commencement Date: ……April 19, 2018
Original Completion Date: ……August 8, 2018
Original Contract Time: ……..118 Calendar Days
Time Extension for all Previous Change Orders: ……000 Calendar Days
Time Extension for this Change Order: ……000 Calendar Days
Adjusted Completion Date: ……..August 8, 2018

Percentage ……(2.6%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #007 – Unused Allowances	($26,998.91)			
2.					
3.					
4.					
5.	Totals	($26,998.91)			

Total Change Order No. 002……$ (26,998.91)

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:**_____

_____ **DATE:**_____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

DocuSign Envelope ID: C79D928D-375F-4703-B901-EA5CE3B84D1F

PCO #007

Viola Incorporated
PO BOX 5624
Oxnard, California 93031
Phone: (805) 487-3871
Fax: (805) 487-3870

Project: 17-23 - Brekke Elementary School New Addition
1400 Martin Luther King Jr. Drive Oxnard
Oxnard, California 93030
Phone: 805-487-3871

Prime Contract Potential Change Order #007: Unused Allowances

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	**FROM:**	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	007 / 0	**CONTRACT:**	1 - Brekke Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Justine Legaspi **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	11/29 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	($26,998.91)

POTENTIAL CHANGE ORDER TITLE: Unused Allowances

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #020 - Unused Allowances
Deducting unused allowances from original contract

ATTACHMENTS:
Brekke Allowance Status.pdf

#	Cost Code	Description	Type	Amount
1	01-21-13 - Cash Allowances		Other	($26,998.91)
			Subtotal:	($26,998.91)
			Grand Total:	**($26,998.91)**

In Process

Mike Stahlheber (Flewelling & Moody)
815 Colorado Blvd Suite 200
Los Angeles California 90041

DocuSigned by:
Mike Stahlheber 12/14/2018
568D5DD2ED55487...
SIGNATURE **DATE**

Oxnard Unified School District
1051 South A Street
Oxnard California 93030

DocuSigned by:
Jennifer Maclsaac 12/13/2018
B451330D11574BB...
SIGNATURE **DATE**

Viola Inc.
PO Box 5624 1144 Commercial Avenue
Oxnard California 93031

DS

SIGNATURE **DATE**

DocuSign Envelope ID: C79D928D-375F-4703-B901-EA5CE3B84D1F

VIOLA inc 1946
CONSTRUCTORS
70 Years of Success
CSL 193390

BREKKE ALLOWANCES
SCHEDULE OF VALUES - 11/30/2018

ALLOWANCES	SCHEDULED VALUE	USED	UNUSED
OVERTIME	$ 20,000.00	$ 4,062.60	$ 15,937.40
FLOORING PATCH	$ 2,500.00	$ 2,500.00	$ -
MISC AC AND CONCRETE PATCH	$ 6,975.00	$ 6,975.00	$ -
DSA PLANCHECK CORRECTIONS	$ 10,000.00	$ 10,000.00	$ -
ACCESSORY INSTALL AT MODULAR INTERIOR	$ 3,240.00	$ 3,240.00	$ -
CGS ALLOWANCE	$ 20,000.00	$ 9,043.26	$ 10,956.74
UNFORSEEN CONDITION CONTINGENCY	$ 20,000.00	$ 19,895.23	$ 104.77
TOTAL	**$ 82,715.00**	**$ 55,716.09**	**$ 26,998.91**

OT		FLOORING PATCH		AC & CONC PATCH		DSA PLANCHECK		ACC INSTALL		CGS ALLOW		CONTINGENCY	
CE #022	4,062.60	CE #021	2,500.00	CE #014	6,975.00	CE #004	4,438.51	CE #008	372.37	CE #001	1,265.00	CE #002	4,312.00
						CE #012	1,663.20	CE #021	2,867.63	CE #016	6,380.00	CE #003	10,157.40
						CE #013	2,355.11			CE #018	27.81	CE #015	4,465.69
						CE #017	758.25			CE #019	1,370.45	CE #010	960.14
						CE #018	784.93						
	4,062.60		2,500.00		6,975.00		10,000.00		3,240.00		9,043.26		19,895.23

COPY

#17-209

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93030 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Brekke Elementary School, located at 1400 Martin Luther King Jr. Drive, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as

limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from

undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications");

and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite #106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (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

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

#17-209

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

#17-209

EXHIBIT B

Oxnard School District – Brekke ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. **Professional Construction Cost-Estimation Services**

A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.

B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.

C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.

B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.

C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.

D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~

~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~

~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

~~E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT, a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2017

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

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

PRODUCER	CONTACT NAME: Debbie Irwin
Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200 E-MAIL ADDRESS: dirwin@tolmanandwiker.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Viola Inc. P. O. Box 5624 Oxnard CA 93031	INSURER A: Westchester Fire Ins Co	21121
	INSURER B: West American Ins Co	44393
	INSURER C: RSUI Indemnity Co	22314
	INSURER D: Everest National Ins Co	010120
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17/18 GL/AU/XS/WC - **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Drive other car	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7600000614171	1/1/2017	1/1/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: Brekke Elementary School New Addition, Site Location: 1400 Martin Luther King Jr. Dr., Oxnard, CA 93030

GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185. GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during

CERTIFICATE HOLDER

Oxnard School District
1055 South C Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Greg Anderson/DEBBII

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COMMENTS/REMARKS

the policy term.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

5. **Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

5644924 5 001450 275 of 70 37

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

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. 002 to Construction Services Agreement #17-212 with Viola Constructors Inc. to adjust costs for the Kinder/Flex project at McAuliffe Elementary School (Penanhoat/Fateh/CFW)

Minor DSA required changes to the staff restroom in the existing McAuliffe School building were included in the scope of the McAuliffe Kindergarten Flex Classroom Building Addition project. These changes are to enhance the disabled accessibility of the restroom. During construction, it was discovered that existing conditions were different from the construction documents. This change order is to address unforeseen existing conditions associated with the staff restroom renovation.

Change Order No. 002 provides for the Board's consideration and ratification of one (1) change order; PCO #006 with the following scope of work.

- PCO #006 – Materials and Labor for Bathroom Remodel

FISCAL IMPACT

Eight Thousand Six Hundred Seven Dollars and Fifty-Eight Cents ($8,607.58) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 002 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School.

ADDITIONAL MATERIAL

Attached:

- Change Order #002, Viola Constructors Inc. (2 Pages)
- PCO #006 (1 Page)
- Construction Services Agreement #17-212 (30 Pages)

CHANGE ORDER

Date: 1.16.2019 **CHANGE ORDER NO. 002**

PROJECT: **Kinder/Flex at McAuliffe Elementary**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-212

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT **Flewelling and Moody**
815 Colorado Blvd, Ste. 200
Los Angeles, CA 90041

CONTRACTOR:
Viola Constructors Inc.
1144 Commercial Ave
Oxnard, CA 93030
Attn: Pat Waid

Architects Proj. No.: 2781-200
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118732

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.....**$ 839,826.71**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001).....**$ 417,326.08**

ADJUSTED CONTRACT SUM.....**$ 1,257,152.79**

NET CHANGE - **$ 8,607.58**

Total Change Orders to Date: 002.....**$ 425,933.66**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 002.....**$ 1,265,760.37**

Commencement Date: .....April 19, 2018
Original Completion Date: .....August 20, 2018
Original Contract Time: .....123 Calendar Days
Time Extension for all Previous Change Orders: .....000 Calendar Days
Time Extension for this Change Order: .....000 Calendar Days
Adjusted Completion Date: .....August 20, 2018

Percentage .....(50.71%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #006 – Materials and Labor for Bathroom Remodel	$8,607.58			
2.					
3.					
4.					
5.	Totals	$8,607.58			

Total Change Order No. 002 ……$ 8,607.58

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:**_____

_____ **DATE:**_____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

PCO #006

Viola Incorporated
PO BOX 5624
Oxnard, California 93031
Phone: (805) 487-3871
Fax: (805) 487-3870

Project: 17-24 - McAuliffe Elementary School New Addition
3300 W Via Marina Avenue, Oxnard
Oxnard, California 93030
Phone: 805-487-3871

Prime Contract Potential Change Order #006: Materials and Labor for Bathroom Remodel

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	**FROM:**	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	006 / 0	**CONTRACT:**	1 - McAuliffe Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Justine Legaspi **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	10/26 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$8,607.58

POTENTIAL CHANGE ORDER TITLE: Materials and Labor for Bathroom Remodel

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #019 - Door Hardware for Bathroom Remodel

ATTACHMENTS:
Wright Sawing.pdf _Vanguard.pdf _M&T PCO.pdf _CA Door and Hardware - Invoice.pdf

#	Cost Code	Description	Type	Amount
1	06-10-53 - Miscellaneous Rough Carpentry	California Door and Hardware	Commitment	$ 1,587.08
2	06-10-53 - Miscellaneous Rough Carpentry	M&T Concrete, Inc.	Commitment	$ 3,977.99
3	06-10-53 - Miscellaneous Rough Carpentry	Wright Sawing and Breaking	Commitment	$ 1,300.00
4	06-10-53 - Miscellaneous Rough Carpentry	Vanguard	Commitment	$ 960.00
5	01-01-10 - Bond	Viola Mark Up	Other	$ 78.25
6	01-01-20 - Insurance	Viola Mark Up	Other	$ 117.38
7	01-01-30 - Contractor Fee	Viola Mark Up	Materials	$ 586.88
			Subtotal:	$8,607.58
			Grand Total:	**$8,607.58**

Mike Stahlheber (Flewelling & Moody)
815 Colorado Blvd Suite 200
Los Angeles California 90041

SIGNATURE **DATE**

Oxnard Unified School District
1051 South A Street
Oxnard California 93030

SIGNATURE **DATE**

Viola Inc.
PO Box 5624 1144 Commercial Avenue
Oxnard California 93031

SIGNATURE **DATE**

COPY

#17-212

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate McAuliffe Elementary School, located at 3300 Via Marina Avenue, Oxnard, California 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as

limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from

undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications");

and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suote #106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

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

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

#17-212

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

#17-212

EXHIBIT B

Oxnard School District – McAuliffe ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.

B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.

C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.

B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.

C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.

D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~

~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~

~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

E. ~~Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT,
a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2017

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

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

PRODUCER	CONTACT NAME: Debbie Irwin
Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200 E-MAIL ADDRESS: dirwin@tolmanandwiker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westchester Fire Ins Co	21121
INSURER B: West American Ins Co	44393
INSURER C: RSUI Indemnity Co	22314
INSURER D: Everest National Ins Co	010120
INSURER E:	
INSURER F:	

INSURED
Viola Inc.
P. O. Box 5624
Oxnard CA 93031

COVERAGES **CERTIFICATE NUMBER:** 17/18 GL/AU/XS/WC - **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Drive other car	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB CLAIMS-MADE DED RETENTION $			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7600000614171	1/1/2017	1/1/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: McAuliffe Elementary School New Addition, Site Location: 3300 Via Marina Ave., Oxnard, CA 93035
GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185. GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER

Oxnard School District
1055 South C Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Greg Anderson/DEBBII

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

5. **Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

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. 004 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritchen Elementary School (Penanhoat/Fateh/CFW)

It was discovered during the pre-construction confirmation of underground utility locations that there is an electrical service line running under the original location of the Ritchen modular classroom building. This utility was not shown on the as-built surveys provided to the Architect during the design phase of the work. The building was relocated to a part of the site that is not impacted by the underground utility. CCD #02 was submitted by the Architect to DSA for this work and was approved on June 14, 2018.

The relocation of the building necessitated removing an aging playstructure from the site, and relocating a newer, code compliant playstructure. These two (2) structures had to be relocated to an area of the site that has underground utilities associated with it. A re-work of the site plan, including increased survey, earthwork, and asphalt paving scopes, was necessary to place the two (2) playstructures on the new designated area of the site.

This change order includes survey work, earthwork, and additional paving required by the relocation of two (2) playstructures.

Change Order No. 004 provides for the Board's consideration and ratification of one (1) change proposal: PCO #014 with the following scope of work:

- PCO #014 – Revised Playground Site Plan

FISCAL IMPACT

One Hundred Four Thousand Seven Hundred Seventy Dollars and Fifty-Four Cents ($104,770.54) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 004 to Construction Services Agreement #17-218 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School.

ADDITIONAL MATERIAL

Attached:

- Change Order #004, Viola Constructors Inc. (2 Pages)
- PCO #014 (12 Pages)
- Construction Services Agreement #17-218 Viola Constructors Inc. (30 Pages)

CHANGE ORDER

Date: 1.16.2019 **CHANGE ORDER NO. 004**

PROJECT: **Kinder/Flex Project at Ritchen Elementary School**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-218

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT **Flewelling and Moody**
815 Colorado Blvd., Ste. 200
Los Angeles, CA 90041

CONTRACTOR:
Viola Constructors Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Attn: Pat Waid

Architects Proj. No.: 2781-400
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118730

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……..**$ 783,053.18**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS (003)….……..**$ 447,762.71**

ADJUSTED CONTRACT SUM…….....**$ 1,230,815.89**

NET CHANGE - **$ 104,770.54**

Total Change Orders to Date: 004……...**$ 552,533.25**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 004……**$ 1,335,586.43**

Commencement Date: ……April 19, 2018
Original Completion Date: ……August 29, 2018
Original Contract Time: ……132 Calendar Days
Time Extension for all Previous Change Orders: ……000 Calendar Days
Time Extension for this Change Order: ……062 Calendar Days
Adjusted Completion Date: ……October 30, 2018

Percentage ……(58.6%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO No. 14 – Revised Playground Site Plan		$104,770.54		
2.					
3.					
4.					
5.	Totals		$104,770.54		

Total Change Order No. 004 ……$104,770.54

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:**_____

_____ **DATE:**_____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

PCO #014

Viola Incorporated
PO BOX 5624
Oxnard, California 93031
Phone: (805) 487-3871
Fax: (805) 487-3870

Project: 17-26 - Ritchen Elementary School New Addition
2200 Cabrillo Way, Oxnard CA
Oxnard, California 93030
Phone: 805-487-3871

Prime Contract Potential Change Order #014: CE #038 - Revised Playground Site Plan

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	**FROM:**	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	014 / 0	**CONTRACT:**	1 - Ritchen Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Justine Legaspi **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	12/13 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$104,770.54

POTENTIAL CHANGE ORDER TITLE: CE #038 - Revised Playground Site Plan

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #038 - Revised Playground Site Plan

ATTACHMENTS:
Schedule delays 12 13 18.pdf _Viola - Revised Playground.pdf _Toro RFCO_#3 REV.1.pdf _Toro RFCO #2 - CREDIT PAVING ADD CURB RAT SLAB.pdf _Precision Proposal R2.pdf _Benner and Carpenter R2.pdf _Damar Cost Impacts from Redesign rev #2.pdf

#	Cost Code	Description	Type	Amount
1	31-00-00 - Earthwork	Damar Construction	Commitment	$ 8,964.00
2	01-71-23 - Field Engineering	Banner and Carpenter	Professional Services	$ 3,920.00
3	22-00-00 - Plumbing	Precision Plumbing	Commitment	$ 7,425.00
4	32-12-16 - Asphalt Paving	Toro Enterprises	Commitment	$ 16,141.58
5	32-12-16 - Asphalt Paving	Toro Enterprises	Commitment	$ 21,703.10
6	32-12-16 - Asphalt Paving	Toro Enterprises	Commitment	$ 12,904.20
7	01-01-10 - Bond	Viola Mark Up	Other	$ 710.58
8	01-01-20 - Insurance	Viola Mark Up	Other	$ 1,065.87
9	01-01-30 - Contractor Fee	Viola Mark Up	Other	$ 5,329.34
10		Viola		$ 26,606.87
			Subtotal:	$104,770.54
			Grand Total:	**$104,770.54**

Mike Stahlheber (Flewelling & Moody)
815 Colorado Blvd Suite 200
Los Angeles California 90041

Oxnard Unified School District
1051 South A Street
Oxnard California 93030

Viola Inc.
PO Box 5624 1144 Commercial Avenue
Oxnard California 93031

SIGNATURE **DATE**

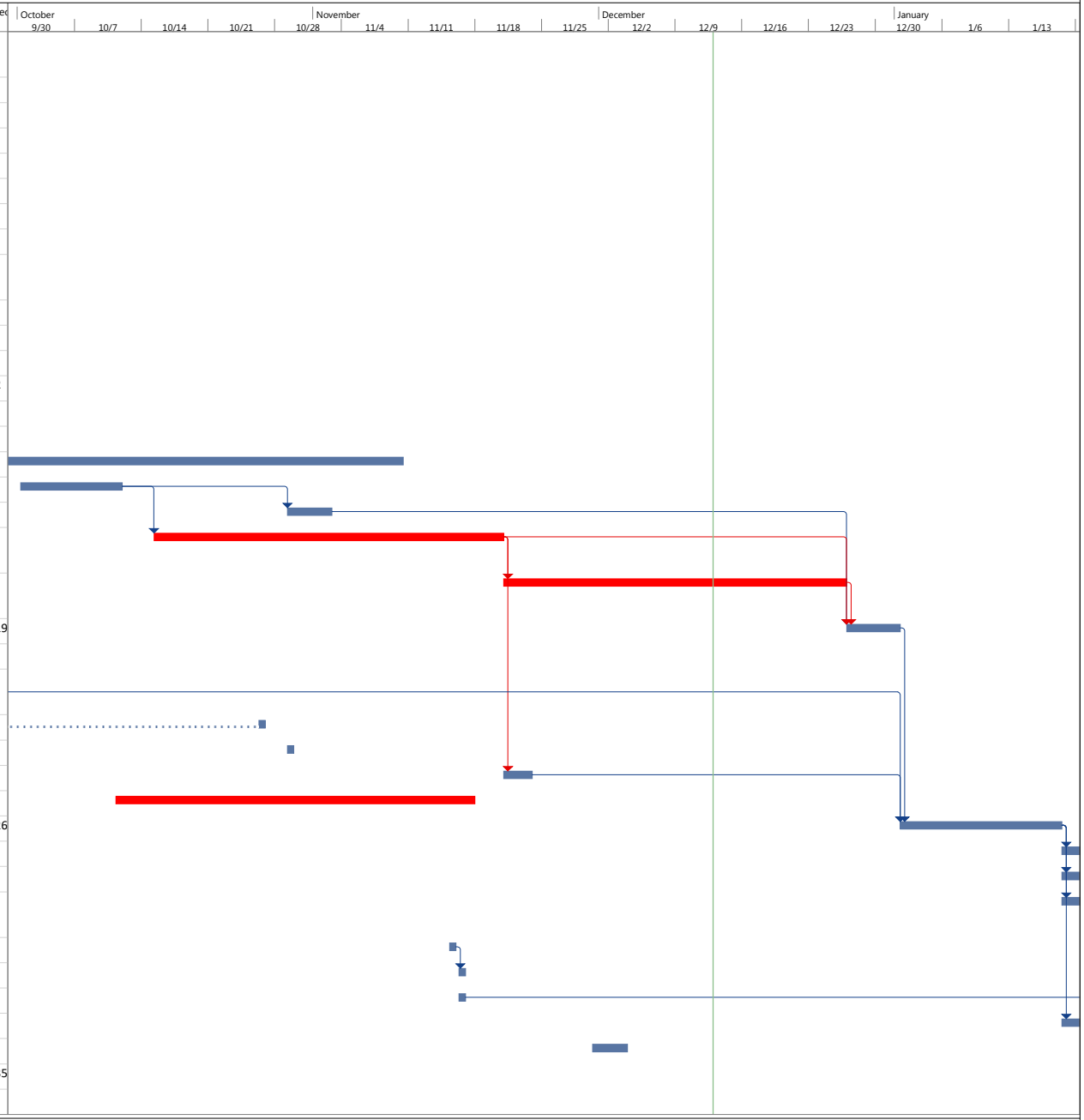
SIGNATURE **DATE**

SIGNATURE **DATE**

Kinderflex Elementary School Preliminary Schedule

Viola Inc.

ID	Task Mode	Task Name	Duration	Start	Finish	Predec
1		Receive DSA approved drawings	1 day?	Mon 4/16/18	Mon 4/16/18	
2		Bid Process/Develop GMP	20 days	Tue 2/13/18	Thu 3/8/18	
3		NTP	0 days	Thu 4/19/18	Thu 4/19/18	
4		Issue Subcontracts	5 days	Thu 4/19/18	Tue 4/24/18	2,3
5		Mobilization	10 days	Mon 4/16/18	Thu 4/26/18	
6		Set temp fencing	7 days	Thu 4/26/18	Fri 5/4/18	5
7		Submittals	10 days	Thu 4/26/18	Tue 5/8/18	4,5
8		Underground Utilities Conflict	80.63 days	Mon 4/23/18	Tue 7/24/18	
9		Contaminated soil sampling/testing	92.75 days?	Mon 4/30/18	Tue 8/14/18	
10		Site clearing/Demolition	7 days	Thu 8/2/18	Thu 8/9/18	
11		Survey	1 day	Thu 8/9/18	Fri 8/10/18	10
12		Earthwork overex/recompact	14 days	Fri 8/3/18	Sat 8/18/18	
13		Underground Utilities	5 days	Mon 8/20/18	Fri 8/24/18	7,12
14		Concrete ftgs and rat slab	15 days	Sat 8/25/18	Tue 9/11/18	12
15		Complete concrete curing	7 days	Tue 9/11/18	Wed 9/19/18	14
16		Set Modular classrooms	43 days	Sat 9/22/18	Sat 11/10/18	15
17		Lath and Plaster Modular	10 days	Mon 10/1/18	Thu 10/11/18	
18		Site fence footings and posts	5 days	Mon 10/29/18	Fri 11/2/18	17
19		Revised Site/Playground Plan and change pricing	32.13 days?	Mon 10/15/18	Tue 11/20/18	17
20		Site preparationfor new Playground design	31.31 days?	Tue 11/20/18	Wed 12/26/18	19
21		Relocate playground equipment	5 days	Wed 12/26/18	Tue 1/1/19	18,19
22		Irrigation rework/sleeving	5 days	Thu 4/19/18	Tue 4/24/18	
23		Utility, Plumbing, Elec, Com hookups to Modular	10 days	Thu 4/19/18	Mon 4/30/18	
24		Rekey District Locks	7.06 days?	Sat 6/2/18	Fri 10/26/18	
25		Install TVs	1 day?	Mon 10/29/18	Mon 10/29/18	
26		Fine Grade Site	3 days	Tue 11/20/18	Fri 11/23/18	19
27		Haul Contaminated Soils	33.38 days?	Thu 10/11/18	Sat 11/17/18	
28		Site paving and concrete	15 days	Tue 1/1/19	Fri 1/18/19	23,26
29		Replace playground surface	6.88 days	Fri 1/18/19	Sat 1/26/19	28
30		Complete fencing and gates	4 days	Fri 1/18/19	Wed 1/23/19	28
31		Landscape planting and irrigation	5 days	Fri 1/18/19	Thu 1/24/19	28
32		Wax Floors	1 day?	Thu 11/15/18	Thu 11/15/18	
33		Move in Furniture	1 day?	Fri 11/16/18	Fri 11/16/18	32
34		Final testing and inspection	1 day?	Fri 11/16/18	Fri 11/16/18	
35		Final Cleanup	2 days	Fri 1/18/19	Mon 1/21/19	28
36		Punchlist	2.88 days	Fri 11/30/18	Mon 12/3/18	
37		Final Completion	0 days	Mon 1/21/19	Mon 1/21/19	34,35
38		Demobilization	1 day	Mon 1/21/19	Tue 1/22/19	35



Project: Ritchen Elementary Sch
Date: Thu 12/13/18

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

RITCHEN ES - REVISED PLAYGROUND
VIOLA INC DAILY TOTAL COST

	DESCRIPTION	DAILY RATE
	ADMINISTRATIVE REQUIREMENTS	
	SUPERVISION	
01 31 01	Project Manager	$ 131.32
01 31 03	Superintendent	$ 466.67
01 31 05	Project Engineer	$ 105.05
01 31 10	Project Coordinator	$ 53.03
	CONSTRUCTION FACILITIES	
01 52 13	Contractor's Field Office	$ 7.01
01 52 19	Site Facilities	$ 9.38
01 56 23	Fencing-Gates-Barricades	$ 7.80
	DAILY TOTAL COST	**$ 780.26**
	TOTAL CALENDAR DAY TIME EXTENSION	**31**
	TOTAL COMPENSABLE AMT	**$ 24,188.06**
	10% MARK UP	**$ 2,418.81**
	TOTAL	**$ 26,606.87**

CHANGE ORDER REQUEST

Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

www.toroenterprises.com
License No. 710580 A
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

11/19/2018

JOB NO. #8953 RFC3 R1
JOB NAME: RITCHEN E.S.
DESCRIPTION: CREDIT RFC#2, ADDED PCC AND ASPHALT
ESTIMATOR: MATT EVANS

TO VIOLA INC.
P.O. BOX 5624
OXNARD, CA 93031
(805) 487-3871

Client #	Description	Quantity	Unit	Unit Price	Ext Price
CREDIT					
1	ASPHALT CREDIT FROM TORO C.O.#2	1.000	LS	($3,325.32)	($3,325.32)
ADD					
2	RE-MOBILIZATION - AS STATED IN CONTRACT PROPOSAL CONDITIONS.	1.000	LS	$3,500.00	$3,500.00
3	5" PCC ON 6" CMB PER 6/A1.04	90.000	SF	$ 10.25	$ 922.50
4	3" AC ON 6" CMB	1,194.000	SF	$ 11.00	$13,134.00
5	SEAL COAT NEW PAVEMENT	1,194.000	SF	$ 1.60	$1,910.40
				Grand Total:	**$16,141.58**

Date:_____ **Accepted By:**_____

Print Name:_____

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 12/31/18

CHANGE ORDER REQUEST

Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

www.toroenterprises.com
License No. 710580 A
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

10/22/2018

JOB NO. #8953 RFCO #2
JOB NAME: RITCHEN E.S.
DESCRIPTION: CREDIT PAVING, ADD PCC CURBS & RAT SLAB
ESTIMATOR: MATT WHITE

TO VIOLA INC.
P.O. BOX 5624
OXNARD, CA 93031
(805) 487-3871

Client #	Description	Quantity	Unit	Unit Price	Ext Price
CREDIT					
1	CREDIT AC PAVING FROM TORO RFCO #1	-4,232.000	SF	$ 7.50	($31,740.00)
ADD					
2	3" AC ON 6" CMB (90SF)	1.000	LS	$3,325.00	$3,325.00
3	24" PCC CURB PER DET 1,2,4 / A1.03 (INCLUDES BACKFILL OF WALLS) EXCLUDES WATERPROOFING AND DRAINAGE MATERIAL	290.000	LF	$ 116.00	$33,640.00
4	1' WIDE MOW BAND @ PERIMETER FENCE PER 2/A1.03 (EXCLUDES POST POCKETS)	167.000	LF	$ 27.90	$4,659.30
5	3" SLURRY RAT SLAB ON NATIVE PER DET 1/A1.03 (EXCLUDES GEOTEXTILE FABRIC & REBAR)	2,412.000	SF	$ 4.90	$11,818.80
				Grand Total:	**$21,703.10**

Add for concrete at play surface areas $12,904.20

Date:_____ **Accepted By:**_____

Print Name:_____

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 12/31/18
2. THE ABOVE PROPOSAL IS BASED ON DELTA 3 ARCHITECTURAL PLAN A1.03 DATED 10-15-18

STANDARD EXCLUSIONS

1. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
2. GEOTEXTILE FABRIC
3. COLORED CONCRETE
4. DEMOLITION OF THE EXISTING AND GRADING FOR NEW IMPROVEMENTS.
5. WATERPROOFING & DRAINAGE MATERIAL AT BACK OF CURBS
6. SEAL COAT OF NEW ASPHALT

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.

License # 533836

#12691A

PRECISION Plumbing - Mechanical

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

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
Viola Constructors		**805-487-3871**	**11-01-2018**
STREET		JOB NAME	
1144 Commercial Ave.		**OSD Kinderflex Ritchen COR#4**	
CITY, STATE AND ZIP CODE		JOB LOCATION	
Oxnard, CA 93030		**Oxnard, CA**	
ARCHITECT	DATE OF PLANS		JOB PHONE
Flewlling & Moody	**10-15-2018**		

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

We propose to provide the labor and material required to install the 4" PVC perforated drain pipe around the perimeter of the play surface to a drywell and reroute hose bib to a quick coupler approximately 30' west as shown on A1.03 of plans dated 10-15-2018.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED AND EXCLUDED

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

Seven Thousand Four Hundred Twenty Five NO/100 dollars ($ **7,425.00**)

Payment to be made as follows:

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

Authorized Signature Ryan Ramirez

Note: This proposal may be withdrawn by us if not accepted within **30** days.

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

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12691A

The following items are included in this proposal:

- Sch. 40 perforated PVC pipe and fittings.
- Drywell
- Quick coupler and related piping.
- Excavation and backfill for the irrigation water line to new quick coupler. All other trenching by others.
- All work to be performed during normal working hours. Monday – Friday 6:00am to 5:00pm

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Sawcut, break and removal of (AC / concrete) as required for plumbing installation.
- Concrete or AC replacement.
- Repairs to landscape.
- Wood chips.
- Rerouting of utilities.
- Import and haul off of soil.
- Excavation of all other trenches including the trench for the perforated pipe.

BENNER and CARPENTER, INC.

CIVIL ENGINEERS • LAND SURVEYORS

506 EAST MAIN STREET
SANTA PAULA, CALIFORNIA 93060
(805) 525-3396
FAX # (805) 656-1989

PROPOSAL FOR CONSTRUCTION SURVEYING SERVICES

License #: L.S. 7998
DIR Reg. #1000001843
CA. Cert. Small Business #1955

DATE: 12/12/2018

Extra Services

BID DATE: 12/12/2018 **JOB:** RITCHEN ELEMENTARY SCHOOL

REVISED SITE PLAN (Received 10/31/18)

QUOTE TO: Viola Incorporated
Attn: Pat Waid

Office computations, and one set of stakes for 4" drain pipe, edge of playmatte, and mow curb.

Our Price: $2,940

Additional set of stakes for edge of playmatte and mow curb.

Our Price: $980

Exclusions: Traffic Control, Potholing, As-Built Survey, and Lost or Destroyed stakes to be reset on an hourly basis.

Price is valid for 90 days of proposal date.

Lev. 20:24

Damar Construction, Inc.
4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438
License: 722632

Request for Change Order

RFCO#:04
C.O.#:TBD
Order Date: 10/31/2018

To: Viola Incorporated
1144 Commercial Avenue
Oxnard CA 93030

Project: 18028
Ritchen Elementary Kinderflex
2200 Cabrillo Way
Oxnard CA 93030

This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: ""

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Cost Impacts of Redesign #2	8,964.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **8,964.00**

The original Contract Sum was	84,120.00
Net change by previous Change Orders	24,049.45
The Contract Sum prior to this Change Order	108,169.45
The Contract Sum will be changed by this Change Order	8,964.00
The new Contract Sum including this Change Order will be	117,133.45

Approved

Contractor _____ Date _____

Owner _____ Date _____

Ritchen Elementary
Kinderflex Redesign
Cost Impacts #2

10/31/2018

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total	
Added Demo of Concrete and A/C							$3,834.93
Operator	4	Hours	$83.07	$332.28	$49.84	$382.12	
Pickup	4	Hours	$24.98	$99.92	$14.99	$114.91	
330 Excavator	4	Hours	$140.63	$562.52	$84.38	$646.90	
Sawcut	3	Hours	$150.00	$450.00	$67.50	$517.50	
Super 10 Trucks	6	Hours	$95.00	$570.00	$85.50	$655.50	
Dump Fees	3	Loads	$200.00	$600.00	$90.00	$690.00	
Move-in 330 Excavator	1	LS	$360.00	$360.00	$54.00	$414.00	
Move-out E330 Excavator	1	LS	$360.00	$360.00	$54.00	$414.00	
Added Site Grading							$5,129.00
Operator	16	Hours	$83.07	$1,329.12	$199.37	$1,528.49	
Pickup	16	Hours	$24.98	$399.68	$59.95	$459.63	
210 Skipoader	16	Hours	$33.73	$539.68	$80.95	$620.63	
Operator	16	Hours	$83.07	$1,329.12	$199.37	$1,528.49	
Pickup	16	Hours	$24.98	$399.68	$59.95	$459.63	
303 Excavator	16	Hours	$28.92	$462.72	$69.41	$532.13	
Total							**$8,963.93**

COPY

#17-218

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have

been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District

representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications");

and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted.

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite #106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (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

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

#17-218

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

#17-218

EXHIBIT B

Oxnard School District – Ritchen ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents ($5,288.00)**. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. **Professional Construction Cost-Estimation Services**

A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.

B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.

C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.

B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.

C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.

D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~

~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~

~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

~~E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT,
a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2017

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

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

PRODUCER	CONTACT NAME: Debbie Irwin
Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200 E-MAIL ADDRESS: dirwin@tolmanandwiker.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Viola Inc. P. O. Box 5624 Oxnard CA 93031	INSURER A: Westchester Fire Ins Co	21121
	INSURER B: West American Ins Co	44393
	INSURER C: RSUI Indemnity Co	22314
	INSURER D: Everest National Ins Co	010120
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17/18 GL/AU/XS/WC - **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Drive other car	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7600000614171	1/1/2017	1/1/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: Ritchen Elementary School New Addition, Site Location: 2200 Cabrillo Way, Oxnard, CA 93030
GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185. GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER

Oxnard School District
1055 South C Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Greg Anderson/DEBBII

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

56449245 001450 275 of 70 37

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

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 No. 005 to Agreement #15-89 for CSDA Design Group to provide additional Architectural Services for the Marshall New Classroom Building Project (Penanhoat/Fateh/CFW)

At the August 26, 2015 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #15-89 with CSDA Design Group (now and going forward known as CSDA) to provide Architectural Services to complete the design and provide construction administration services for the Marshall New Classroom Building Project (Project).

Amendment No. 005 and the attached CSDA proposal dated 8/23/18 is to extend the project's Construction Administrative Services through 2/26/19.

FISCAL IMPACT:

Thirty Thousand Six Hundred Dollars and Zero Cents [$30,600.00] to be paid out of Master Construct & Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees ratify Amendment No. 005 to Agreement #15-89 with CSDA for the Marshall New Classroom Building Project for additional architectural and engineering services.

ADDITIONAL MATERIAL(S):

- Amendment No. 005, CSDA Design Group (3 Pages)
- Proposal dated August 23, 2018, CSDA Design Group (2 Pages)
- Agreement #15-89, CSDA Design Group (118 Pages)

Amendment No. 005 to Architect Services Agreement #15-89

The Architect Services Agreement ("Agreement") entered into on August 26, 2015, by and between the Oxnard School District ("District") and CSDA Design Group, ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 005 to the Architectural Services Agreement ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the Marshall New Classroom Building Project ("Project") for the District's Facilities Implementation Plan;

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

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

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Marshall New Classroom Building;

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

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

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

AMENDMENT

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

The definition of the Project is modified to include the following Value Engineered Scope of Work including: Expanded Construction Administration Services. The proposed amendment contemplates all work related to the design and engineering of the work, the preparation of a Construction Change Directive ("CCD") and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in the attached proposal hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit B shall have the same meaning as those terms defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Marshall New Classroom Building revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

A. **Thirty Thousand Six Hundred Dollars and Zero Cents ($30,600.00) for the Expanded Scope of Work for the Marshall New Classroom Building project including: Expanded Construction Administration (CA) Services. This Amendment No. 005 provides for the expanded scope of work for the period from August 31, 2018 through December 31, 2018. These increased professional services include provision of continuous CA services, attendance at weekly meetings, and additional site visits for a total of 17 weeks.**

The total sum for the additional services total:

Thirty Thousand Six Hundred Dollars and Zero Cents ($30,600.00). The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 26, 2015 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 005 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

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

CSDA Design Group:

By: _____ _____
Michael Schoen, Principal Date

August 23, 2018

CFW Inc.
Implementation Services
815 Colorado Blvd.
Suite 201
Los Angeles, CA 90041
Attn: Scott Burkett

Re: **Marshall Elementary School**
Project # 1534.01
Agreement # 15-89

Subject: **Extended Construction Administration Additional Services Proposal**

Dear Mr. Burkett:

CSDA Design Group (CSDA) is pleased to be given the opportunity to continue to work with the Oxnard School District (OSD) and CFW on the Marshall Elementary School New Classroom Project. It is our understanding that CFW has requested extending construction administration services duration from August 31, 2018 to December 31, 2018. The scope of work for the Architectural services related to this project are listed below.

Scope of Work

- **Extended Construction Administration Services Duration:** CSDA's current CA services, which include attending weekly construction meetings, will be ending on August 31, 2018. CSDA has been requested by CFW to extend weekly construction site meetings to December 31, 2018 and provide continued construction administration services related to the increased level of effort, meeting attendance, and site visit frequency for a total of 17 weeks.

Compensation

As compensation for professional Architectural and Engineering services for the scope of work as outlined above, CSDA proposes a total lump sum fee of **$30,600.00 (Thirty Thousand Six Hundred Dollars, and Zero Cents)** per the calculation below

17 (week) x 12 (hour per week) x $150 (hourly rate) = $ 30,600.00

4061 Glencoe Avenue Suite B Marina del Rey, CA 90292 310.821.9200 www.csdadesigngroup.com

San Francisco • Los Angeles • San Diego • Milwaukee

Exclusions

Services beyond the Scope of Basic Services/Additional Services not included in CSDA's fee but can be provided if required:

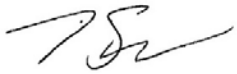
1. Engineering Services not specifically listed in this proposal
2. Any other item not specifically included in the scope of services and scope of work as listed within this proposal

Closing

CSDA looks forward to continuing our relationship with CFW and the successful completion of the Marshall Elementary School New Classroom Building project. I would be happy to review with you, in detail, this proposal and am available to answer any questions you may have. I, along with the entire team, look forward to working with you and your team.

Sincerely,

CSDA DESIGN GROUP



Michael Schoen, AIA, LEED AP
Principal

cc: Anissa K. Wong - Principal
CSDA File

4061 Glencoe Avenue Suite B Marina del Rey, CA 90292 310.821.9200 www.csdadesigngroup.com
San Francisco • Los Angeles • San Diego • Milwaukee

AGREEMENT #15-89 FOR ARCHITECTURAL SERVICES

BETWEEN

CSDA DESIGN GROUP

AND

OXNARD SCHOOL DISTRICT

AUGUST 26, 2015

FOR

MARSHALL SCHOOL 12 CLASSROOM BUILDING

TABLE OF CONTENTS

PREAMBLE 4
RECITALS 4
AGREEMENT 4

SECTION 1: GENERAL PROVISIONS 4
1.1 DEFINITIONS. 4
1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS 9

SECTION 2: EMPLOYMENT OF ARCHITECT 9
2.1 EMPLOYMENT OF ARCHITECT 9
2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES 9
2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES 9

SECTION 3: THE PROJECT 10

SECTION 4: SERVICES 10
4.1 BASIC SERVICES 10
4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES 10
4.3 ADDITIONAL SERVICES 13

SECTION 5: ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE 14
5.1 COMPENSATION FOR BASIC SERVICES 14
5.2 COMPENSATION FOR ADDITIONAL SERVICES 15
5.3 DISPUTED AMOUNTS 15
5.4 COMPENSATION FOR REIMBURSABLE SERVICES 15
5.5 INVOICES 16

SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION 17
6.1 TERMINATION BY DISTRICT 17
6.2 ARCHITECT DEFAULT 18
6.3 DISTRICT REMEDIES 19
6.4 TERMINATION BY ARCHITECT 20
6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT 20

SECTION 7: DUTIES AND LIABILITIES OF DISTRICT 20
7.1 DUTIES 20
7.2 LIMITATION ON LIABILITY OF DISTRICT 22

SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES 22
8.1 CONSTRUCTION BUDGET 22
8.2 ESTIMATED PROJECT CONSTRUCTION COST 22

SECTION 9: PROJECT SCHEDULE 23
9.1 SCHEDULE 23

SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE 23
10.1 OWNERSHIP 23
10.2 REUSE BY DISTRICT 24
10.3 COPYRIGHT 25

10.4 TECHNOLOGY USED....25
10.5 DELIVERABLES UPON TERMINATION....25
10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES....25

SECTION 11: INDEMNIFICATION AND INSURANCE....25
11.1 INDEMNIFICATION....25
11.2 INSURANCE....26

SECTION 12: DISPUTE RESOLUTION....28
12.1 RESOLUTION OF CLAIMS....28
12.2 RESOLUTION OF OTHER DISPUTES....29
12.3 SUBMISSION OF A CLAIM....29
12.4 CLAIMS RESOLUTION PROCESS....29
12.5 NON-WAIVER OR RELEASE....30

SECTION 13: NOTICES....30
13.1 NOTICES....30

SECTION 14: REPRESENTATIONS OF THE ARCHITECT....31
14.1 REPRESENTATIONS OF THE ARCHITECT....31
14.2 COMPLIANCE WITH LAWS....32
14.3 SUPPLEMENTAL CONDITIONS....33

SECTION 15: MISCELLANEOUS PROVISIONS....33
15.1 SUCCESSORS AND ASSIGNS....33
15.2 SEVERABILITY....33
15.3 ENTIRE AGREEMENT....33
15.4 GOVERNING LAW AND VENUE....33
15.5 NON-WAIVER....33
15.6 INDEPENDENT CONTRACTOR....34
15.7 NO ASBESTOS CERTIFICATION....34
15.8 NON-DISCRIMINATION....34
15.9 NO THIRD PARTY BENEFICIARY....34
15.10 ASSISTANCE OF COUNSEL....35
15.11 AUTHORITY TO EXECUTE....35
15.12 HEADINGS....35
15.13 EXECUTION IN COUNTERPARTS....35

EXHIBIT A....PROJECT
EXHIBIT B....BASIC SERVICES AND DESCRIPTION OF SUBMITTALS
EXHIBIT C....DELIVERABLES
EXHIBIT D....INVOICE APPROVAL LETTER & COVER SHEET
EXHIBIT E....FINGERPRINTING REQUIREMENTS

AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (**"Agreement"**) is entered into on this **26th** day of **August, 2015** by and between **CSDA Design Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the **"Architect"**), with a business address at 4061 Glencoe Avenue, Suite "B", Marina Del Rey, CA 90292 and the Oxnard School District, a California public school district (**"District"**), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

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

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

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

AGREEMENT

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

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:

1.1.1 **"Addendum"** shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 **"Additional Services"** shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 **"Agreement"** shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 **"Architect"** shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 **"Architect Consultant"** shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect's sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 **"Architect's Supplemental Instruction"** or **"ASI"** shall mean a set of drawings which better explains the Architect's intent with respect to the design of a building or structure

1.1.7 **"As-Built Documents"** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.

1.1.8 **"As-Built Drawings"** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 **"Basic Fee"** shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 **"Basic Services"** are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.

1.1.11 **"Bid"** shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 **"Bid Set"** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 **"Bidder"** shall mean the person or entity submitting a Bid.

1.1.14 **"BIM" or "Building Information Modeling"** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 **"CDE"** shall mean the California Department of Education.

1.1.16 **"Change Order"** or **"CO"** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 **"Change Order Request"** or **"COR"** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the District and the Contractor.

1.1.18 **"CHPS"** shall mean Collaborative for High Performance Schools.

1.1.19 **"Construction Budget"** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.

1.1.20 **"Construction Cost"** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.

1.1.21 **"Construction Documents"** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 **"Construction Manager"** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 **"Construction Document Phase"** shall have the meaning set forth in Exhibit B.

1.1.24 **"Construction Phase(s)"** shall mean individual construction contract packages that are bid and/or contracted for separately.

1.1.25 **"Constructability Review"** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.

1.1.26 **"Contractor"** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 **"Contractor Payment Application"** shall mean a Contractor's written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 **"Design Bid Build"** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 **"Design Development Phase"** shall have the meaning set forth in Exhibit B.

1.1.30 **"District"** shall mean the Oxnard School District.

1.1.31 **"District Design Standards"** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.

1.1.32 **"District's Representative"** shall mean the District's Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.

1.1.33 **"DSA"** shall mean the Division of the State Architect of the State of California.

1.1.34 **"DSA Record Set"** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

1.1.35 **"Educational Specifications"** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

1.1.36 **"Funding Consultant"** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.

1.1.37 **"Guaranteed Maximum Price" or "GMP"** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the "Estimated GMP" and the "Final GMP".

1.1.38 **"Inspector of Record"** or **"IOR"** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

1.1.39 **"Lease-Leaseback"** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

1.1.40 **"LEED"** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

1.1.41 **"Modernization/New Construction"** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

1.1.42 **"MOU"** shall mean a memorandum of understanding.

1.1.43 **"Notice of Completion"** or **"NOC"** shall mean the legal notice filed with the County Recorder after completion of the Project.

1.1.44 **"OPSC"** shall mean the Office of Public School Construction of the State of California.

1.1.45 **"Phase"** when used without the word "Construction" shall mean the various phases of architectural work described in this Agreement.

1.1.46 **"Potential Change Order"** or **"PCO"** shall mean a written document before it has been approved and effected by the Contractor and the District.

1.1.47 **"Principal(s)"** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 **"Project"** shall mean the project described hereinafter in Section 3.

1.1.49 **"Project Budget"** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 **"Project Director"** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect's behalf in connection herewith.

1.1.51 **"Program Manager"** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.

1.1.52 **"Project Manager"** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.53 **"Project Schedule"** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.

1.1.54 **"Primavera Contract Management System" or "CMS"** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.55 **"Request for Information"** or **"RFI"** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.

1.1.56 **"Re-Use of Plans"** or **"Re-Use"** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.

1.1.57 **"SAB"** shall mean the State Allocation Board of the State of California.

1.1.58 **"Schematic Design Phase"** shall have the meaning set forth in Exhibit B.

1.1.59 **"Services"** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.60 **"Site Adaption"** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that

site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check ("PC") Approval is maintained.

1.1.61 **"SWPPP"** shall mean Storm Water Prevention and Pollution Plan.

1.1.62 **"Time Impact Analysis"** or **"TIA"** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.

1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with typical industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

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

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 **Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.

4.2.5 **Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.

4.2.6 **Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.

4.2.7 **Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).

4.2.8 **Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.9 **Independent Reviews; Audits**. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

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

4.2.10 **Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.

4.2.11 **Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

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

4.2.12 **Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.13 **Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.14 **District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.15 **Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.

4.2.16 **Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.16.1 **Changes Required to Meet Construction Budget.** If the lowest responsible bid by a minimum of four (4) public bids, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 **Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits B and C.**

4.2.17.1 **DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

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

4.3 ADDITIONAL SERVICES

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

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

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.16.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

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

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

Four Hundred Sixty Two Thousand Seven Hundred Fifty Dollars ($462,750.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases	
Project Initiation	**2%**
Development of Architectural Program	**2%**
Schematic Design	**9%**
Design Development	**14%**
Construction Documents	**43%**
Bidding/DSA	**5%**
Construction Administration	**20%**
Close-Out	**5%**

5.1.1.1 Invoices. Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 REIMBURSABLE EXPENSES. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed **THIRTY THOUSAND DOLLARS NO CENTS ($30,000.00)**. The following is the EXCULSIVE list of reimbursable expenses:

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

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

5.4.2.3 **Fees for Consultants**. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 **Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 **Invoices for Additional Services**. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

5.5.3 **Invoices for Reimbursable Expenses**. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 **Final Invoice**. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately

identifying any amounts withheld by District hereunder. This invoice shall be prominently noted FINAL INVOICE FOR MARSHALL 12 CLASSROOM BUILDING. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 **Combined Invoices**. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 **For Cause**. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 **For Convenience**. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 **Temporary Suspension of Services**. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 **ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 **Inability to pay Debts and Failure to Pay Architect Consultants**. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.

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

6.2.3 **False or Misleading**. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 **Failure to Provide Acceptable Design**. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 **Defective Services; Errors or Omissions; Failure to Perform**. The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 **Willful Violation**. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 **Failure to Cooperate With DSA**. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.

6.2.8 **Unapproved Assignment**. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 **Disregard of District Authority or Direction**. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 **Violation of Applicable Law**. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 **Failure To Maintain Errors and Omissions Insurance**. The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

6.3.1 **General Remedies**. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 **Withholding Payment**. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 **Stop Work**. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 **Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 **Self Help**. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 **Payment to Consultant**. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 **TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 **Failure to Pay Undisputed Amounts**. The Architect my terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 **Long Term Suspension of Project**. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 **SOLE REMEDY UPON TERMINATION BY ARCHITECT**

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7
DUTIES AND LIABILITIES OF DISTRICT

7.1 **DUTIES**

7.1.1 **Program Manager:** The Program Manager represents the District it in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

7.1.2 **Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 **Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 **Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

7.1.3.2 **Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 **Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

7.1.3.4 **Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 **Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 **District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 **Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 **District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 **Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

7.1.4.2 **Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 **Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 **Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

8.1 **CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 **ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project

Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-

exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11
INDEMNIFICATION AND INSURANCE

11.1INDEMNIFICATION.

11.2 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.2.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.2.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation

including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.2.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.2.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.2.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.3 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.3.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.3.1.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage/$4,000,000 annual aggregate.

11.3.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.3.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than $2,000,000 per claim and $2,000,000.00 in the annual aggregate.

11.3.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.3.1.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11.3.2 Minimum Scope of Insurance.

11.3.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations,

independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.3.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

11.3.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.3.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.3.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.3.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

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

11.3.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.3.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.3.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.3.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.3.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.3.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.3.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.3.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12
DISPUTE RESOLUTION

12.1 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the **"Claims Resolution Process"** set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a **"Claim"** shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that

occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

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

All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,
Program Manager
ATTN: Yuri Calderon, Chief Operating Officer
6425 Christie Ave., Suite 270
Emeryville, CA 94608

TO ARCHITECT:

CSDA Design Group
Jeffery M. Fuller, President
4061 Glencoe Avenue, Suite "B"
Marina del Rey, CA 90292

With original copy to:

Oxnard School District
ATTN: Dr. Cesar Morales, Superintendent
1051 South A St.
Oxnard, CA 93030

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or

Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars ($5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or

the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

14.2.6 **Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 **Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 **SUPPLEMENTAL CONDITIONS**. Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 **SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

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

15.3 **ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 **GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be

construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

CSDA DESIGN GROUP:	**OXNARD SCHOOL DISTRICT:**
Jeffery M. Fuller *Signature*	Lisa A. Franz *Signature*
Jeffery M. Fuller, President *Typed Name/Title*	Lisa A. Franz, Director, Purchasing *Typed Name/Title*
8/14/15 *Date*	8-31-15 *Date*

EXHIBIT "A"
PROJECT

August 26, 2015

Jeffery M. Fuller, President
CSDA Design Group
4061 Glencoe Avenue, Suite "B"
Marina del Rey, CA 90292

Architect Selection Package for MARSHALL 12 CLASSROOM BUILDING

Dear Mr. Fuller,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **MARSHALL 12 CLASSROOM PROJECT**. This project is herein referred to as "**Marshall**". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Marshall Summary

Marshall will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Marshall campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities.

A lease-leaseback (LLB) or alternated method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Marshall.

Detailed Description

Enclosed in this package is a detailed description of Marshall, including components per approved District Educational Specifications required to establish a K-8 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Elm campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.
Sincerely,

Caldwell Flores Winters, Inc.

Caldwell Flores Winters, Inc.

6425 Christie Avenue, Suite 270, Emeryville, CA 94608 (510) 596-8170 Fax (510) 450-0208

July 6, 2015
Jeffery Fuller, Principal
CSDA Design Group
4061 Glencoe Avenue, Suite B
Marina del Rey, CA 90292

Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Fuller,

The Board of Trustees of the Oxnard School District accepted a proposed project plan for a New Classroom Building at Marshall Elementary School (the "Project"). The Board has approved the project's budget and schedule and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architectural Services for a twelve (12) classroom addition to the Marshall Elementary site in order to provide additional interim capacity for grades 6-8 and accommodate a K-8 program that builds upon the site's academic strand focus on the visual and performing arts.

The completed project must be consistent in appearance and architectural theme with existing facilities at the site, however your firm may propose to source the facility plans by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within the attached document.

At this time, we anticipate that the Project's design phase would commence in August 2015 and be submitted to DSA in December 2015. DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016. The Project budget was approved by the Board upon adoption of the June 2015 Semi-Annual Report with an "all-in" total cost of $8,097,558.

A process for assigning a qualified architectural firm to this specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **12:00 pm PDT on Friday, July 17, 2015** in PDF format, via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com.

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.

Oxnard School District

Request for Architectural Services

Marshall Elementary School: New Classroom Building

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

OXNARD SCHOOL DISTRICT

Request for Architectural services

I. Project Description: middle school 12-Classroom addition at Marshall Elementary

ORIENTATION

Marshall Elementary sits on an 11-acre site at 2900 Thurgood Marshall Drive, a street which borders the campus to the north and west. The site is located next to the River Ridge neighborhood in the north end of Oxnard and is also bounded by North Patterson Road to the east and West Gonzales Road to the south. The school, constructed in 2003, currently operates a Kindergarten through fifth grade educational program for 555 students with 24 classrooms and features an academic strand program focused on the visual and performing arts. The school also contains three rooms subdivided for speech and Special Education, a computer lab, a resource room, a cafeteria, a library, a staff lounge, and two playgrounds. There are no portables on campus; all facilities currently at Marshall are permanent. With the exception of hard courts that occupy approximately one-third of the south half of the school site, all development is located on the north half of the site along Thurgood Marshall Drive.

PROJECT REQUIREMENTS

Pursuant to the Board adopted June 2015 Semi-Annual Implementation Program Update, the Marshall New Classroom Building project has been envisioned to meet the District's interim capacity requirements for grades 6-8 until a new middle school is constructed and to provide Marshall with a long-term K-8 educational program option, if desired. The project will produce 12 new teaching spaces for 324 or more students in Grades 6 to 8 based on State loading standards of 27 students per room. Upon completion, Marshall will contain a combined total of 40 permanent classrooms and updated parking to satisfy the District's specification for K-8 facilities with a capacity for up to 900 students.

The new classroom building will consist of nine (9) general-purpose classrooms ("learning labs") at 960 square feet each, two (2) science labs at 1,200 square feet each, and one (1) performing arts lab at 1,200 square feet. Additionally, restrooms will be required per code requirements, as well as a 200-square-foot science lab storage room and a 200-square-foot music/arts storage room. Altogether, the new facility will consist of approximately 13,840 square feet of new classroom, restroom, and storage space, including areas for hallways, stairwells, and other circulation facilities as per code requirements. Facility plans may be sourced by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within this document.

	Proposed		
	Sq. Ft.	Units	Total Sq. Ft.
Teaching Spaces			
Learning Lab	960	9	8,640
Science Lab	1,200	2	2,400
Science Storage	200	1	200
Performing Arts Lab	1,200	1	1,200
Performing Arts Storage	200	1	200
Support Space			
Restrooms/Elevator/Circulation	1,200	1	1,200
	Total Building Sq. Ft.		**13,840**

To minimize intrusion on the existing campus recreation space, the new classroom building will be two stories, with a floor area of approximately 7,000 square feet per level, and located on a portion of the hard court area that currently exists immediately to the south of the administration building. As shown below, the new facility is envisioned as a rectangular structure with its long axis of approximately 100 feet oriented north to south and placed adjacent to the administration building. Additionally, the project design requires parking to be expanded to accommodate approximately 20 spaces, and has been conceptually indicated as an expansion of an existing access lane on the west side of the site. However, the District seeks the most advantageous layout and location for the new building and parking and will consider alternate layouts in design proposals, provided that they meet project requirements, minimize disruption to circulation or the use of the hard courts and playfields, avoid the costly replacement of play areas or solar shade structures, and are mindful of access requirements and adjacent facilities.

Location and Orientation of Marshall New Classroom Building and Parking

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATIONS & PROJECT VISION

The Marshall Elementary K-5 academic strand program on the visual and performing arts provides students with hands-on application of core subject matter, exposure to experts, and experience working with digital media platforms. All classrooms and labs in the new Marshall facility must be designed and built to accommodate this program at the middle school grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Attachment A describes the proposed classroom vision, including specifications and design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the 12 classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

II. Master Budget and Schedule

The preceding narrative description of the Project is articulated below as to budget and schedule. Any of these components may be modified pursuant to direction from the District or the District's program manager.

SUMMARY BUDGET:

The "all-in" budget for the Project has been estimated at **$8,097,558** in current dollars. The "all-in" budget combines hard construction costs with anticipated soft costs (e.g., design fees, contractor's fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the project.

Design and Construct Middle School 12 Classroom Addition at Marshall Elementary School

Project	Amount	Unit	Budget	
Design and Construct New Classroom Facility				
9 Learning Labs	8640	sf	$4,073,143	
2 Science Labs	2400	sf	$1,152,000	
1 Science Lab Storage Room	200	sf	$97,714	
1 Performing Arts Lab	1200	sf	$596,571	
1 Performing Arts Lab Storage Room	200	sf	$97,714	
Restrooms/Circulation	1200	sf	$713,829	
21st Century FF&E			$652,143	
Construct Elevator and Stairwell			$428,571	
Offsite and Utility Upgrades including: New Electrical, Fire Line, Gas, Other Utility Upgrades	13840	sf	$94,517	
Subtotal:	13840	sf		$7,906,203
Required Sitework				
Sidewalks/Path of Travel Improvements	4152	sf	$88,971	
Add 20 Parking Spaces (Utilize Fire Access Road on west side of campus)	3240	sf	$102,384	$191,355
Subtotal:	7392	sf		
Estimated Total				**$8,097,558**

SUMMARY SCHEDULE:

At this time, we anticipate the Project's design phase would commence in August 2015 with final plans ready for submittal to DSA in early January 2016. The DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016.

Activity	Start	Finish	Duration
Conceptual/Schematic Design	August 2015	September 2015	4 weeks
Design Development	September 2015	October 2015	5 weeks
Construction Documents	October 2015	December 2015	10 weeks
DSA Review	January 2016	July 2016	24 weeks
DSA Back Check	July 2016	August 2016	2 weeks

III. Method of Selection

ASSIGNMENT PROCESS:

Each prequalified firm can elect or decline to participate in the assignment process for the Project. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this request for services.

CFW will organize a single mandatory tour of the site that all teams choosing to participate will be asked to attend. All project and submittal related questions will be addressed at the time of the tour. Questions pertaining to the site tour should be directed to Yuri Calderon, Chief Operating Officer, at (510) 596-8170.

Once the proposal deadline has passed, CFW will arrange an interview for each responding firm with the District's Project Review Committee. Firms should make available at the interview no less than two staff assigned to the Project. Interview results will be considered along with the proposed design, estimated fees, estimated cost of construction, quality of staff, level of understanding of the Project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product.

SCHEDULE

The following is a proposed schedule for selection. The District reserves the right to modify this schedule in its sole discretion:

- Participating teams to notify CFW of their intent to provide a proposal: **July 7, 2015**
- Responses due: **July 17, 2015 PDT 12:00pm**
- Review of submittals, evaluations, and interviews completed by **July 24, 2015**
- Proposed Board approval date (subject to change): **August 5, 2015**

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the firm's conceptual understanding of the project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

2. Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.
3. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project;
7. Provide a line item conceptual cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs. The estimate should include:
    a. Your understanding of project details by component, unit, and unit cost in a table format;
    b. Adequate notation specifying significant assumptions of the cost estimate;
    c. A separate line item identifying the cost for FF&E;
    d. Values in current dollars only—do not escalate your estimates; and
    e. Written narrative, only if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in tabular format exportable to Microsoft Excel.

Limit response to no more than ten (10) double-sided 8 ½ x 11 pages, and ten (10) 11x17 drawings to illustrate the conceptual proposals for the project. This page limit is inclusive of all materials required, including cover letter, and any additional items desired by respondents, such as a table of contents or index, divider tabs, etc., with the exception of front or back cover pages and the requested cost estimates as outlined in item #7 above. Submit response document in **.pdf format** and cost estimate in **.xls format** via email to Yuri Calderon, at ycalderon@cfwinc.com by no later than **12:00 noon PDT, Friday July 17, 2015**. Upon interview, you will be asked to supply an additional five printed copies of your response as handouts in addition to any presentation material you may wish to distribute.

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

(1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.

(2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.

(3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.

(4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.

(5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.

(6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.

(7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.

(8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

(9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.

(10) Utilize the standardized filing system as currently utilized by Architect.

(11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.

(12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.

(13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

(1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.

(2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.

(3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

(4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

(1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

(2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

(3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.

(i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

(ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

(iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

(iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

(1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.

(2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.

(3) Conduct architectural program meeting with the District selected Project participants.

(4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.

(5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.

(6) Estimates prepared by Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.

(ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new

buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

(iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.

(v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.

(vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

(ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

(iii) Identify proposed roof system, deck, insulation system and drainage technique.

(iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

(i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or

reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled, dimensioned floor plans with final room locations including all openings.

(ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.

(iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.

(iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.

(v) Preliminary development of details and large scale blow-ups.

(vi) Legend showing all symbols used on drawings.

(vii) Floor plans identifying all fixed and major movable equipment and furniture.

(viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

(ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(a) Light fixtures

(b) Ceiling registers or diffusers

(c) Access Panels

(x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

(xi) Building design shall conform to all adopted energy regulations.

(xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.

(xiii) Identify code requirements; include occupancy classification(s) and type of construction.

(2) Structural:

(i) Structural drawing with all major members located and sized.

(ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.

(iii) Preliminary specifications.

(iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.

(3) Mechanical:

(i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.

(ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

(iii) Show selected system on drawings as follows:

(a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

(b) Location and preliminary sizing of all major equipment and duct work in allocated spaces

(c) Schematic piping

(d) Temperature control zoning.

(ii) Major mechanical equipment should be scheduled indicating size and capacity.

(iii) Ductwork and piping should be substantially located and sized.

(iv) Devices in ceiling should be located.

(v) Legend showing all symbols used on drawings.

(vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

(i) Calculate overall approximate electrical loads.

(iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

(iv) Show system(s) selected on drawings as follows:

(a) Single line drawing(s) showing major distribution system.

(b) Location and preliminary sizing of all major electrical systems and components including:

(1) Load centers
(2) Main panels
(3) Switch gear

(v) Identify and define the scope of the technology backbone system.

(vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).

(vii) All major electrical equipment should be scheduled indicating size and capacity.

(viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage)

motor control centers, panels, transformers and emergency generators, if required.

(ix) Legend showing all symbols used on drawings.

(x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

(1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

(2) Construction Documents ("C/D") 50% stage:

(i) Architectural:

(a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.

(c) Architectural details and large blow-ups started.

(d) Well developed finish, door, and hardware schedules.

(e) Site utility plans started.

(f) Fixed equipment details and identification started.

(g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

(ii) Structural:

(a) Structural floor plans and sections with detailing well advanced.

(b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

(vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

(a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

(b) Coordination of the development of specifications by other disciplines.

(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

(a) Virtually complete site plan.

(b) Virtually complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

(d) Finish door, and hardware schedules virtually complete, including most details.

(e) Site utility plan virtually complete.

(f) Fixed equipment details and identification virtually complete.

(g) Reflected ceiling plan virtually complete.

(h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.

(i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

(d) Finish, door and hardware schedules completed, including all details.

(e) Site utility plans completed.

(f) Fixed equipment details and identification completed.

(g) Reflected ceiling plans completed.

(ii) Structural:

(a) Structural floor plans and sections with detailing completed.

(b) Structural calculations completed.

(iii) Mechanical:

(a) Large scale mechanical details complete.

(b) Mechanical schedules for equipment completed.

(c) Completed electrical schematic for environmental cooling and exhaust equipment.

(d) Complete energy conservation calculations and report.

(iv) Electrical:

(a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.

(b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(c) All electrical equipment schedules completed.

(d) Special system components plans completed.

(e) Electrical load calculations completed.

(v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

(a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

(b) Coordination of the development of specifications by other disciplines.

(c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

(i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.

(ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

(a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

(b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

(c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

(i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.

(ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.

(7) Construction Documents:

(i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.

(ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.

(iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

(8) Meetings:

(i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting

(ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

(1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.

(2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.

(3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.

(4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.

(5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

(1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The

original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when competed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a

condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

(9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.

(10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.

(11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

(1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.

(2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.

(3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

(1) Ground contamination or hazardous material analysis.

(2) Any asbestos testing, design or abatement.

(3) Environmental impact report.

(4) Historical significance report.

(5) Soils investigation.

(6) Geotechnical hazard report.

(7) Topographic survey.

(8) Title report.

EXHIBIT "C"

DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

(a) Schematic Design Submittal Package - 6 copies

(b) Cost estimates - 4 copies

(c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

(a) Rendered perspective drawings - 2 copies

(b) Color/Material Boards - 2 copies

(c) Design Development drawing submittal - 4 copies

(d) Outline Specifications - 4 copies

(e) Cost Estimate - 4 copies

(f) Design Checklist - 4 copies

(g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

(a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.

(b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

(c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

(d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

(e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

(f) Design Checklist - 2 copies

(g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project: **Marshall 12 Classroom Building**

Architect of Record: CSDA Design Group ("CSDA")

CSDA has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of CSDA, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

_____

CSDA Design Group Date

The invoice has been reviewed by the following and is recommended for payment:

_____

Caldwell Flores Winters, Inc. Date

_____

Oxnard School District Date
Lisa Cline, Assistant Superintendent for
Business and Fiscal Services

CONSULTANT/VENDOR PROGRESS BILLING FORM

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

PROJECT: **PROJECT 5 - Elm Reconstruction**
PROJECT #:
PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**
DATE: Date of Invoice
INVOICE #: Invoice #
PERIOD COVERED: Billing Period of Invoice
PO #: Purchase Order #

SUBCONTRACTOR: **MVE Institutional, Inc.**
PREPARED BY:
EMAIL:
PHONE #:
FAX #:

STEP 2 STEP 1

do not type in this column, it changes automatically | Step 2, enter total value complete to date in this column, the percentage columns will change automatically | Step 1, manually enter values from last months green column into this column | do not type in this column, changes automatically | do not type in this column, values will change automatically

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6210	Base Contract - fee	Architectural Services	(FEE AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
2	6210-R	Base Contract - Re-imbursables	Architectural Services	(REIMB AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	$0.00	#VALUE!	#VALUE!

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

Send Invoice & Release for this Value:

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

1 See "billing tab" below for spreadsheet, these are the instructions
2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc…
3 Enter PO # (Purchase Order #) provided to you when contract issued.
4 Feel free to include your company logo if you wish.
5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

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

Subsequent Billings

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

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

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

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

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

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

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

Name: Jeffery M. Fuller

Title: President

AND/OR

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

July 2015

OXNARD SCHOOL DISTRICT

ATTACHMENT A:
MARSHALL NEW CLASSROOM BUILDING:
VISION & SPECIFICATIONS

CFW

TABLE OF CONTENTS

VISION & SPECIFICATIONS 1
Purpose of the Document ..... *Error! Bookmark not defined.*
LEARNING LABS: 2
Vision & Specifications 2
Overview 2
Vision for the Learning Labs 2
Specifications of Required Elements 3
SCIENCE LABS: 6
Vision & Specifications 6
Overview 6
Vision for the Science Labs 6
Specifications of Required Elements 7
PERFORMING ARTS LAB: 11
Vision & Specifications 11
Overview 11
Vision for the Performing Arts Lab 11
Specifications of Required Elements 11

ATTACHMENT A:

MARSHALL NEW CLASSROOM BUILDING

VISION & SPECIFICATIONS

SUMMARY

The Oxnard School District has adopted a Facilities Implementation Program to transform the functionality of school facilities and improve academic achievement. As a key part of its reconfiguration efforts, the District has decided to expand Marshall Elementary from a K-5 school with an academic strand focus on visual and performing arts into a K-8 Visual and Performing Arts Academy.

To achieve this, the District will construct a new 12-classroom wing that consists of the following:

- **Nine (9) learning labs** (i.e., general purpose classrooms) at 960 square feet each
- **Two (2) science labs** at 1,120 square feet each
- **One (1) performing arts lab** at 1,120 square feet

In addition to the 12 classrooms specified above, the new facility will require restrooms (1,000 sq. ft. in total), one 200-sq. ft. storage room to be shared by the science labs, and one 200-sq. ft. storage room attached to the performing arts lab.

As Marshall Elementary already hosts an academic strand focus in the visual and performing arts for K-5 students in its existing facilities, the new classroom wing will serve the needs of middle school students. At State loading standards of 27 students per room (Grades 6 through 8), up to 324 students will be able to be accommodated in the new 12-classroom wing. Alternately, by the District loading standard of 36 students per room, 432 students in Grades 6 to 8 will be accommodated in the 12 classrooms.

The vision and specifications for each type of room have been developed with the input of District staff as well as teachers, former school administrators and professional facilities consultants. Collectively, the criteria specified are provided to supplement approved Educational Specifications and provide a framework for room design appropriate for 21st century classroom instruction.

As such, a thorough understanding of the functions performed in these rooms is critical so that the form can adequately follow. Much of the functionality in the new classroom wing will be achieved through innovative choices on furniture, fixtures, and equipment. As the essence of the project, these elements will enable instructors to transform their teaching pedagogy. When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

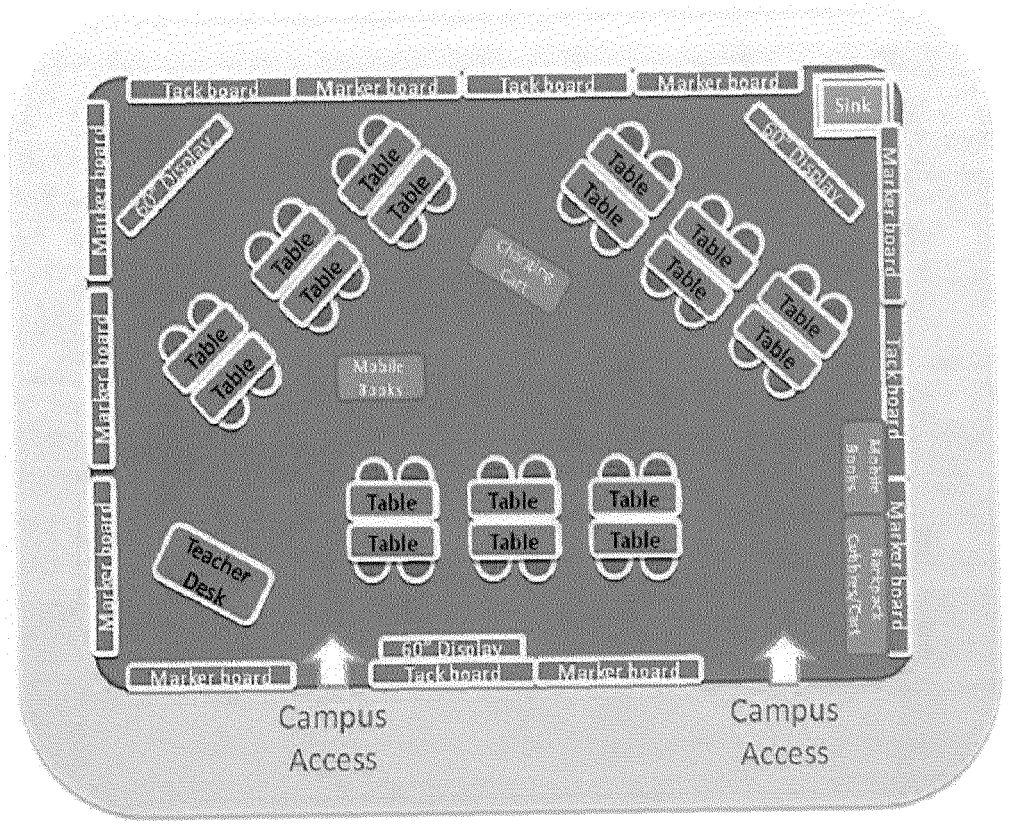
LEARNING LABS: VISION & SPECIFICATIONS

OVERVIEW

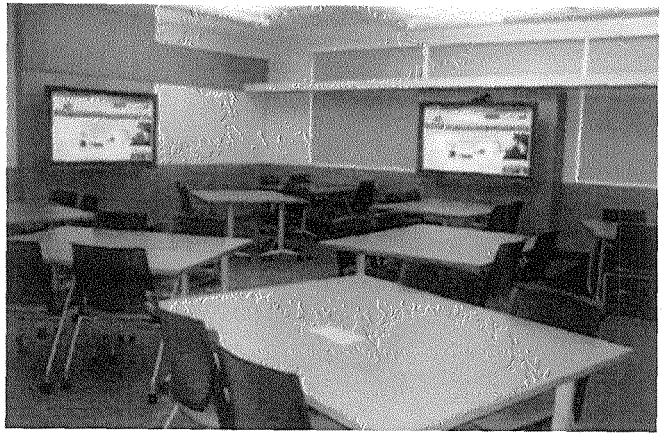
Nine (9) "learning labs" in the new classroom wing will be built for classes in core subjects, such as English language arts, math, and social studies, as well as classes relating to the school's academic strand focus of visual and performing arts that do not require the specialized interior or equipment of a performing arts lab. These learning labs, each 960 sq. ft. in size, may be considered the 21st century equivalent to general-purpose classrooms.

VISION FOR THE LEARNING LABS

When you enter the Learning Lab in grades 6-8, you see students working in groups of 4 or 5 engaged around a specific content area: math, social studies or language arts. It is noisy with the sounds of students collaborating, interacting and learning. Some students are working at tables with some sitting and others standing at the white board drawing a diagram to explain their solution to their peer group. Other students are using an electronic device to help solve the problem they have been given to solve. This particular class is a math class. The students are working in groups trying to solve a math problem based upon the real life situation that requires a math solution. The teacher walks around the room answering questions related to the problem the groups are trying to solve. At times, the teacher directs students to find the answers on their mobile device. As the teacher interacts with the students, he realizes that two groups of students have forgotten a formula presented to the class the previous day. Understanding of this formula is necessary to help solve the math problem. He commands the attention of both groups and projects the information needed to clarify the concept on the monitor that is nearest to their group. A third group of students asks the teacher to come and review their solution that they have diagramed on the white board. The solution works so the students take a picture of it with their mobile device and save it to their work file. Another group of students are projecting their work from their devices onto the Wi-Fi monitor near their work group so that all students in the group can interact with the information.



Fifteen minutes before the end of class, the teacher asks all of the students to save their work in the cloud file designed for the student in this class. The students then turn their attention to the teacher in the front of the room. He projects a web site from his mobile device onto the monitors in the classroom and introduces them to the new algorithm they will be learning tomorrow. The students are encouraged to ask questions of the teacher and of their table groups.



The teacher asks for feedback from each group regarding the work they have completed for the day. Each group sends their response via their mobile device. The graph related to the students' feedback is displayed on the monitor for all to see. The teacher uses this information as a beginning place to begin instruction on the following day. The students leave when the bell rings and go to their next class.

The classroom is designed to foster creativity, investigation and inquiry as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

In the classroom, there are four multi-use carts to store student work items and learning materials. At least one of the multiuse carts has the capability to recharging the 1:1 devices. There are two movable bookshelves to store student work and learning supplies. There are cabinets, but they are reduced in number compared to a traditional classroom. The need for supplies has been reduced by the use of the mobile devices which store textbooks and other books the students need as well as provide internet access for research. There are hardbound books and other learning manipulates in the classroom but they too are reduced in number.

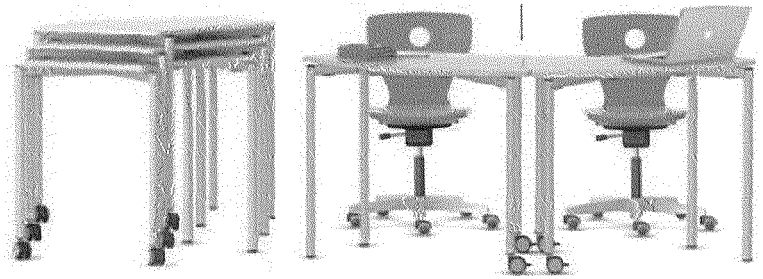
The teacher has a desk off to the side or at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

SPECIFICATIONS OF REQUIRED ELEMENTS

Learning Labs must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees. **All estimates and budgets must include the cost of furniture, fixtures and equipment.**

FURNITURE AND FIXTURES REQUIRED

Tables and seating: Tables are 2 feet by 4 feet and arranged into a configuration of eight "pods," each providing 4 or 5 seats. Tables are stackable and provided at a size appropriate for sixth through eighth grade age students. Both the tables and chairs have casters that can be locked to provide for easy movement and flexibility. Tables and seating accommodate 36 students, per District loading standards.



Tackboards: There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical

wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Marker board (whiteboard): Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. They may also be used to limit light instead of blinds to limit light into the Learning Lab as necessary. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.

Sinks: Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of sixth through eighth grade students.

Window Coverings: Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Platforms, shelves, and cabinetry: Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions. A limited supply of casework is required within the classroom for storage of "everyday" use manipulates and supplies. Cabinetry underneath and around the classroom sink is appropriate. Four multiuse carts need to be provided to store books and learning materials with one having the capability to recharge 1:1 devices.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED

Flat screen display: Three flat screen displays measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-F accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.

The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an

approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device – to be used for alternate devices that generate a video or audio source

Voice Amplification System: A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Front Row System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room.

Student computing devices: The District's Technology Program will equip students with a mobile device (e.g. mini-tablet) to be used within this high-tech Learning Lab environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

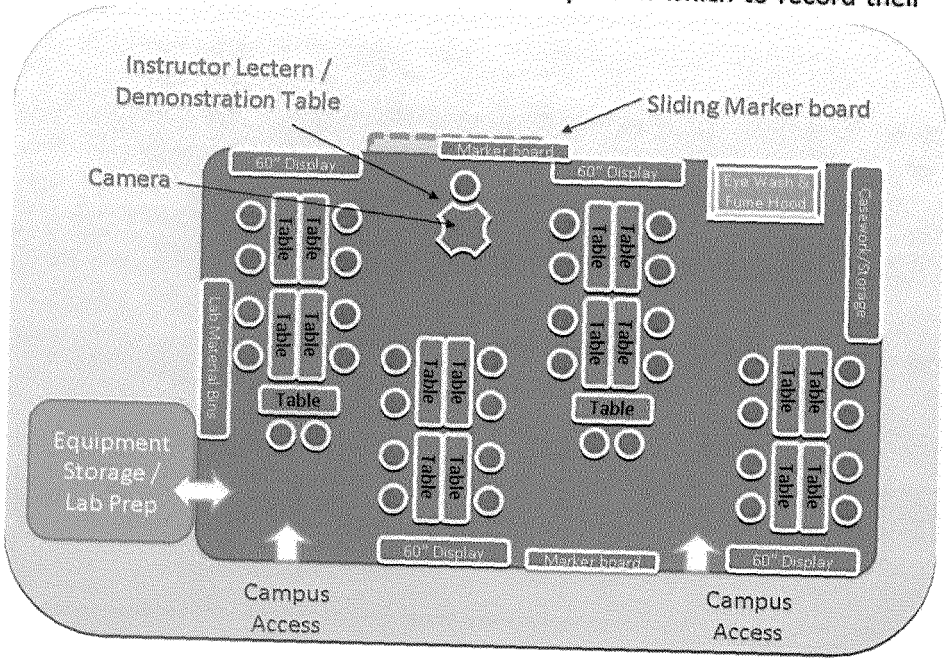
SCIENCE LABS: VISION & SPECIFICATIONS

OVERVIEW

The Oxnard School District has adopted a Facilities Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. This document is provided as a supplement to the selection package and conveys the programming requirements and vision for design of science labs for pupils in grades 6-8.

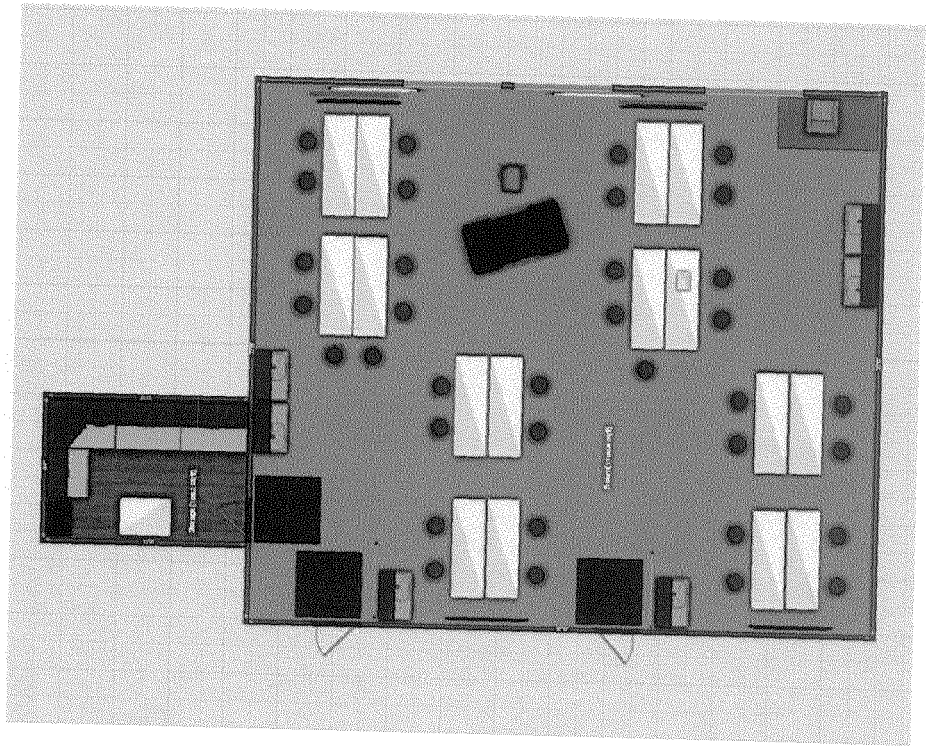
VISION FOR THE SCIENCE LABS

As you enter the science lab, you notice students actively engaged in the learning of science. They have space to observe and investigate, both physically as well as digitally. Students have space in which to record their observations and investigations into the wonders of science. Most often, they work in groups of 4 to 6 students. Sometimes, when a lesson is being introduced by the teacher, the students are watching a large flat screen display that is mounted on the wall near their group. The displays all show a live image from the instructor's table, where, for example, the instructor is pointing out the equipment that will be used in an upcoming lab activity.

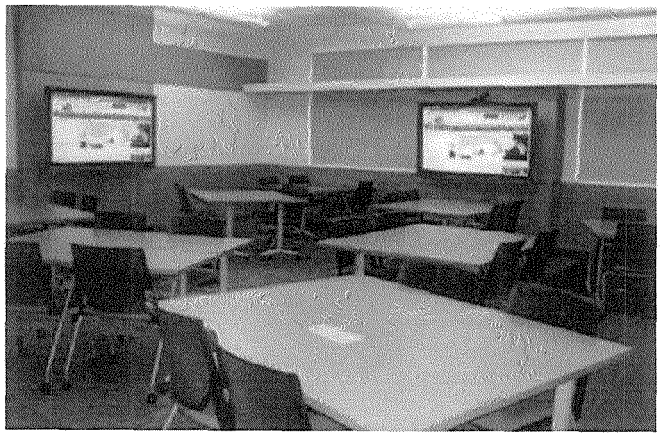


In this particular lesson, the instructor wants to point out a particular detail on one of the flasks to demonstrate how students will make measurements in the experiment. With a remote control the instructor adjusts the camera to zoom in on this detail. All students are deeply engaged at their nearest monitor.

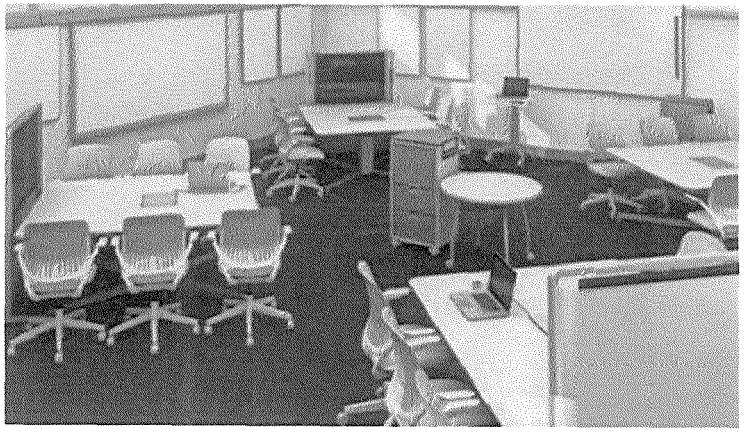
At other times, all of the groups are working on different science curriculum. Some students in a group will be looking up information on their hand held device; other students will be assembling a lab experiment or a



model. The students will be projecting onto the monitor near their work group information, pictures or videos they have found on the internet to support their research or curriculum they are learning. At other times, they watch as the teacher projects onto the monitor information necessary for the curriculum they are studying.



Storage cabinets have been reduced in quantity as compared to a traditional classroom; there is less need for textbook and curriculum material storage now that much of this material is digitized on student laptops and tablets. There is a storage room for the equipment, supplies and chemicals needed for classroom instruction (e.g. acids, flammables, and corrosives used in chemistry or microscopes and slides used in biology). Some casework is provided for storing items that cannot otherwise be kept in the adjacent lab prep workroom. Marker boards are available on most walls, and where windows occupy greater than 20% of the vertical wall space, a floor-to-ceiling marker board installed on a track may be "rolled" in front of the window to provide additional instructional space as well as temporary obstruction of natural light when digital projectors are in use or light sensitive experiments are taking place.



In the neighboring science lab an instructor is wrapping up a demonstration of various microscopic organisms. The instructor places a series of slides under her digital microscope and students instantly see a reproduction of the image on monitors around the room. Students react with excitement as they view these greatly enlarged images of the rapidly moving organisms.

As the instructor wraps up this demonstration, she activates a switch so that each of the large displays mounted above work tables are now showing an enlarged image that duplicates what is seen on the iPad she is holding. The students watch as the instructor taps her device to enter in a website address, then demonstrates how students can do so themselves to enter feedback. Using this student feedback website, she asks students to answer various questions about the organisms they just observed. As the students use their own tablet, netbook, or smart phone (all can be utilized, as the website is platform-neutral) to wirelessly transmit responses to questions, the instructor displays pie or bar charts on the large displays so that the students can see and comment on the percentage of their peers selecting various options.

SPECIFICATIONS OF REQUIRED ELEMENTS

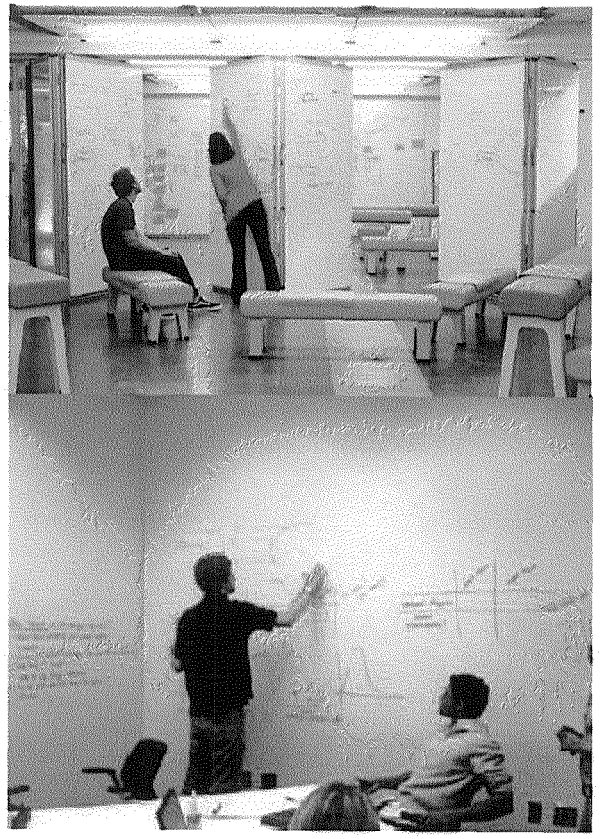
Science labs added or reconfigured as part of the Marshall project must, upon completion, be fully furnished and equipped to realize the above vision. Labs must also conform to the Educational Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

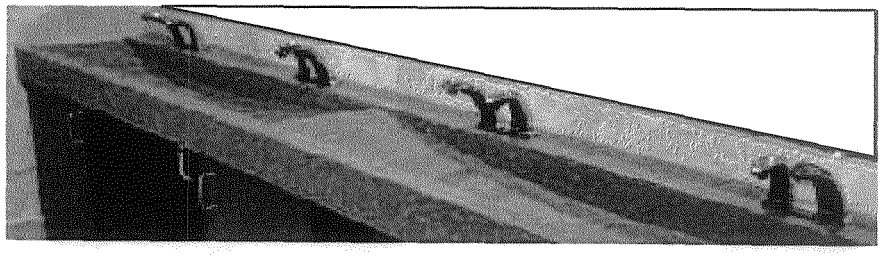
Tables and seating: Tables are 2 feet by 6 feet and may be adjusted in height to accommodate either seated or standing students. Height adjustments must be simple to activate (e.g. using a lever that adjusts pneumatic table legs or turning a crank wheel) and be feasible without the use of tools or other equipment. Seating is stackable or height-adjustable in a similar fashion to the tables, and is either provided as a chair or lab stool.

Tables and seating accommodate 36 students, per educational specifications. An adjustable height demonstration table, lectern, and instructor chair is also provided. Each is on wheels and can be utilized in the center or any side of the room.

Marker board (whiteboard): Multiple writable surfaces must be placed on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for group brainstorming and note-taking. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. Walls with windowed surfaces should include marker boards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.



Sinks: Water supply will be required on occasion as a component of lab work, as well as drain access for the disposal of safe liquids during lab cleanup. In order to minimize queuing by students, six sinks are recommended. As the use of sinks is incidental to typical daily use of the science classroom, their placement should be subservient to other classroom elements. This will allow their function to be utilized when necessary, but prevent them from otherwise being "in the way" when other flexible arrangements are desired. The design team should explore water source options that may consolidate multiple faucets into a single long and narrow "trough" arrangement. For example, a long and narrow arrangement along a wall would provide multiple points of access to water and drainage in order to reduce waiting, while limiting the total lineal footage of wall space dedicated to this use. Casework above the sink should be eliminated in favor of a water-resistant backsplash that may be covered by a marker board that utilizes a mounted track to slide into position in this area when needed.



Platforms, shelves, and cabinetry: Casework, whether below a counter top or wall mounted as a storage cabinet, obstructs the ability of students or instructors to use wall surfaces for writing. Therefore, any storage area must be minimized and consolidated to allow a maximum amount of unencumbered wall space. An appropriate solution would provide cabinet storage underneath sinks as well as limited open shelving above sinks.

Lab safety fixtures: Standard fixtures should be provided (e.g. fume hood, eye wash station) within a design that does not compromise other desired elements.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

Flat screen displays: A minimum of four displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in WiFi equipment or an attached accessory device that provides WiFi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. Displays should be mounted on reliable adjustable arms that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Digital camera: Cameras shall be provided that allow the instructor to generate a live video feed of their demonstration area so that students can more clearly observe lab activities. One camera should not be mounted in a permanent location (e.g. the ceiling). Instead, the location of this camera should change as the location of the demonstration area changes. Another camera should be provided at a fixed point near the fume hood for use when demonstrating lab activities taking place underneath this area.

Digital microscope: A digital microscope should be provided (either hand-held or table-top) to allow for magnification of objects used in science activities. The microscope should feature an interface that plugs in to an input source when needed, but can be otherwise removed and stored when not required.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the displays around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a PowerPoint slideshow or demonstrate an iPad app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device (e.g. connection of a digital microscope as described above, or alternate devices that generate a video or audio source)

Voice Amplification System: A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Red Cat System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room. It is acceptable for these speakers to be the same that are built into the flat screen displays, though this is not a requirement. In such a case, audio from voice amplification would need to coexist with any audio produced by the currently selected input source.

Student computing devices: The District's Technology Program will equip students with a mobile device (e.g. tablet or laptop) to be used within this high-tech classroom environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUPPORT SPACE REQUIRED:

Lab Storage Area: Educational Specifications state that a total of 200 square feet of lab storage space is to be provided for every two 1200 square foot science labs. This ratio does NOT require that work room space have shared access from multiple classrooms. Efforts to design the work room space in a manner that compromises a classroom interior design consistent with the above vision are highly discouraged.

A single classroom attached to a 100 square foot lab prep room is an acceptable solution. In such an example, the rectangular space would contain a long wall that provides lockable cabinetry (e.g. for chemical storage) below a counter top as well as open shelving running the length of that wall above the counter top. As much open shelving as possible should be provided. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. To the extent possible given this open space requirement, shelf space should be provided from floor to ceiling on up to two additional walls. A fourth wall shall remain clear to allow for entry and egress by the instructor and rolling carts.

PERFORMING ARTS LAB: VISION & SPECIFICATIONS

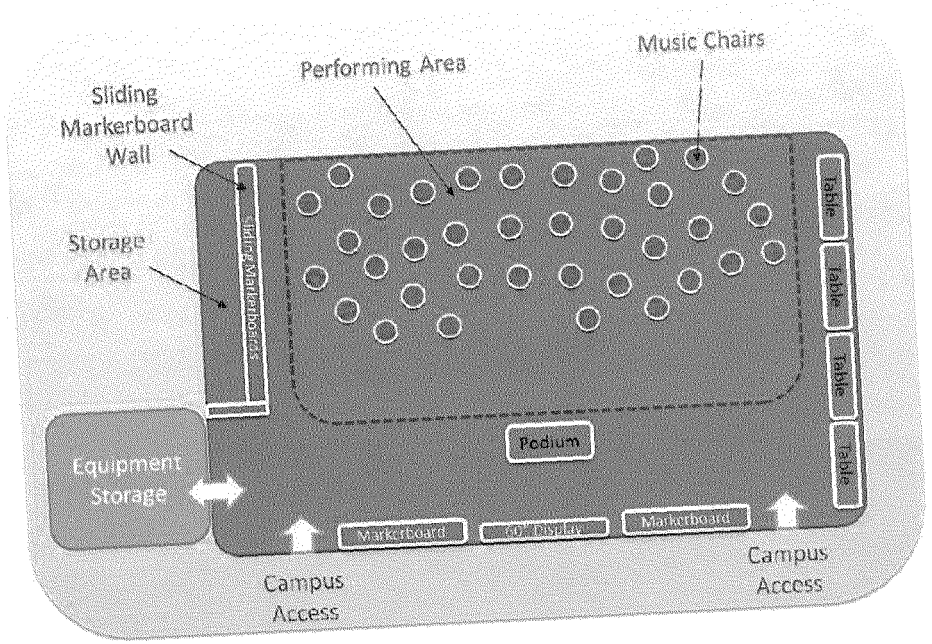
OVERVIEW

A single performing arts lab will be built in the new classroom wing to house classes from sixth to eighth grades in computer-assisted design and the digital media arts (e.g., illustration, typesetting, graphic design, coding, app design, etc.). The lab will be a key element to Marshall Elementary's conversion into a K-8 school with an academic pathway in the arts.

VISION FOR THE PERFORMING ARTS LAB

The performing arts lab will be designed specifically for use as a drama room and band/choir room in Grades 6 to 8 as a direct extension of Marshall Elementary's existing K-5 academic strand in the visual and performing arts. The room will have acoustical panels and other features appropriate for instructing students in music and drama. Along one wall, floor-to-ceiling sliding markerboards will be installed, alongside access to a 200-sq. ft. storage room for chairs, music stands, instruments, props, costumes, and other equipment.

The performing arts lab will be designed for arts instruction only—it will not serve as a performance venue and will not require the installation of extensive stage equipment or lighting. However, the room will be equipped with speakers and microphones for the use of musical instruction, and, similar to the other rooms in the new classroom wing, an HDTV monitor will be mounted to the wall. Two or three flip-up tables and mobile storage cabinets will be provided in the room for various uses, along with a teacher's desk. Otherwise, the room will be generally free of other kinds of furniture to create an open and uncluttered space suitable for the performing arts.



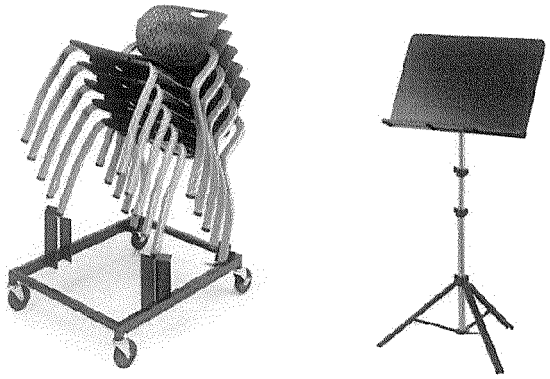
SPECIFICATIONS OF REQUIRED ELEMENTS

The new classroom wing must be furnished and equipped to realize the vision for the different kinds of learning spaces contained within and conform to the Educational Specifications approved by the Board of Trustees. Specifications are described below to assist firms in developing proposals that are responsive to the needs of the project. Specified elements are required in the room as noted below.

FURNITURE AND FIXTURES REQUIRED

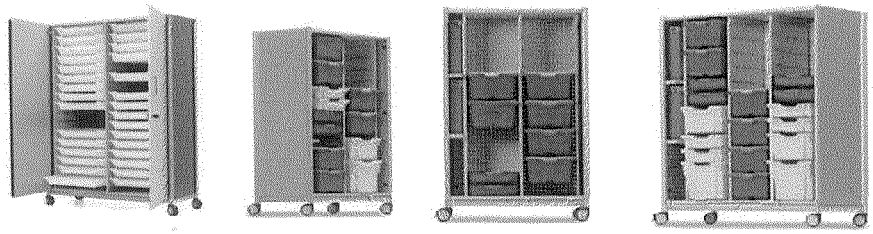
Music Chairs and Stands: Thirty-six (36) lightweight, foldable chairs designed for music instruction will be provided in this room, along with 36

music stands. The teacher will be provided with a maneuverable desk and lectern and height-adjustable swivel chair, just as in the digital arts lab.



Examples of stackable music chairs and stands for illustration purposes only; actual products selected for the project may vary.

Storage Carts and Cabinets: Instead of built-in casework (except where noted in the vision section of this document), all rooms will use mobile storage carts and cabinets to meet any classroom storage needs.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

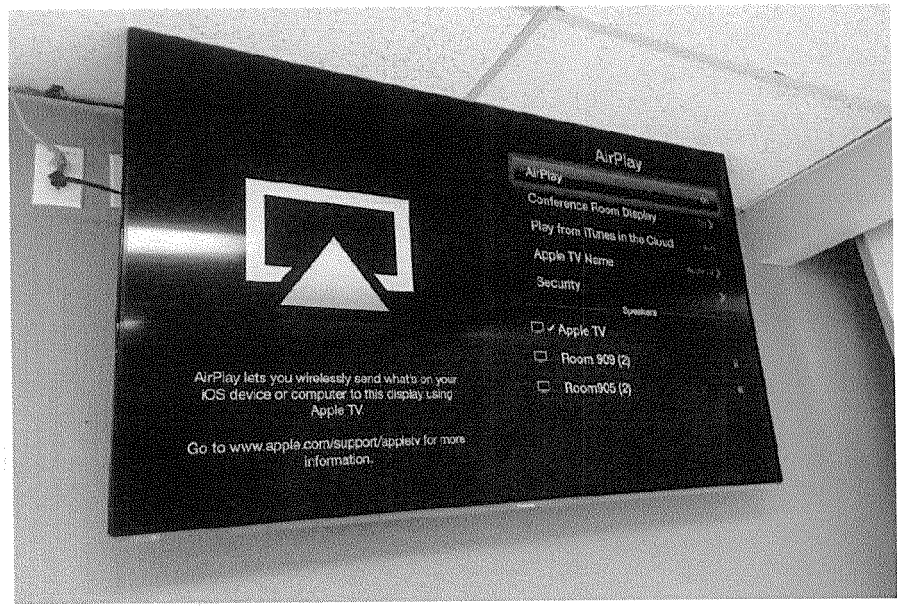
Markerboards: Markerboards must be installed on one wall, preferably at floor-to-ceiling height to allow students and teachers greater use of the wall. Design solutions that provide the ability to slide markerboards to the side in order to reveal tackboard panels beneath are highly encouraged. Walls with window openings may include markerboards that can slide on a track and cover the windows when additional writing surface is needed or the room needs to be darkened.

Acoustical Panels: Affixed to the walls or suspended from the ceiling, as appropriate, sound-baffling acoustical panels will be required to reduce reverberation in the room and optimize the quality of voice and musical performances.

Utility Sink: A utility sink will be required in the performing arts lab to serve various utility purposes, including the care and maintenance of musical instruments, drama class props, and cleanup of supplies in the maker's room. A single large sink station with a small amount of counter space and built-in storage adjacent to it will be appropriate in each lab.

EQUIPMENT REQUIRED

HDTV Displays: At least four HDTV displays measuring 60 inches or more diagonally are required to support the vision for the learning environments in the 12-classroom wing. Each HDTV must be Wi-Fi capable and have three or more HDMI (High Definition Multimedia Interface) inputs in order to integrate with the HDMI matrix switcher. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

Displays should be mounted on adjustable bracket that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

HDMI Matrix Switcher: A switching mechanism shall be provided that allows the instructor to control the video or audio feeds to each display around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include the instructor's laptop, a DVD player, etc.

A/V Device Mount: A mountable solution shall be provided for attaching auxiliary audio-visual devices to the rear of the flat screen display or to a section of nearby wall, in order to reduce reliance on furniture or fixed cabinetry.

Storage Room: A storage room for musical instruments, music stands and chairs, props, and other equipment will be required for the performing arts lab. A sink station and adjacent counter space will be required in this room for use by students maintaining their instruments or cleaning up after class.

RESPONSE to
REQUEST for ARCHITECTURAL SERVICES for
MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

July 17, 2015

CSDA | DESIGN GROUP

July 17, 2015

Mr. Yuri Calderon, Chief Operating Officer
Caldwell Flores Winters, Inc.
ycalderon@cfwinc.com

RE: Response to Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Calderon,

We truly believe in Oxnard School District's mission and vision of "Empowering All Children to Achieve Excellence." As an architecture firm that has been dedicated to K-8 planning and design for more than 63 years, CSDA will provide a team with a true commitment to creating exceptional and imaginative learning spaces. We see the Marshall New Classroom Building as a wonderful opportunity to collaborate with the District to design a safe, healthy and supportive 21st century learning environment that will contribute to the ongoing pursuit of excellence for the District.

Our conceptual understanding of the project is that it will include a performing arts lab (and storage), two science labs (and storage), nine learning labs and other support spaces, as well as additional siting requirements and parking. To meet the design needs of the project, our team will focus on the following priorities: cost (adhering to the approved budget), schedule (meeting an aggressive design schedule), aesthetic appearance (tying in the new building's look and feel with the existing fabric of the campus), 21st century design principles, flexibility, and achieving DSA approval in a timely manner.

CSDA has experience with all three design methods as presented in the RFP - custom design, reuse of existing plans and modular structures. Each of these methods has their own benefits, but to best meet the specific needs of this project, our team is proposing a new custom design. With the designated design schedule of 12 months, a custom-built classroom building can meet your program identically, while providing the best solution to meeting the aesthetic appearance criteria set forth in the RFP. In addition, a custom design approach will also allow for the greatest amount of flexibility for future adaptation/reuse, while still adhering to the budget. We feel that other design options would require the District to sacrifice some of the key program elements.

Based on our experience with the lease-leaseback delivery method for other school districts, our recommendation is to move forward with a team approach and bring the contractor on board from the start. In the past we have partnered with many contractors, including Del Amo Construction. We have recently completed four similar classroom building projects (STEM Pods) using the lease-leaseback method with Del Amo for Vaughn Next Century Learning Center, while meeting the client's aesthetic criteria, tight/aggressive schedule and budget.

In regards to design fees, inclusive of all architectural design services to satisfy DSA approval and ongoing services required during the project, we estimate that this project can be completed for a $482,000 architectural/engineering fee. This is all-inclusive of design services as requested in the RFP. The provided budget is adequate to meet the overall parameters of this project. For more details, please see Section 7 of this proposal and reference the Excel spreadsheet we have provided.

We look forward to the possibility of being selected as your architect for the Marshall New Classroom Building project, and we look forward to having the opportunity to further discuss our design concepts during the interview phase of the selection process. Please feel free to contact me at (310) 301-4775 or at jfuller@csdadesigngroup.com.

Sincerely,
CSDA Design Group

Jeffery M. Fuller, AIA, LEED® AP
President

CSDA | DESIGN GROUP

1. Similar Projects

Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

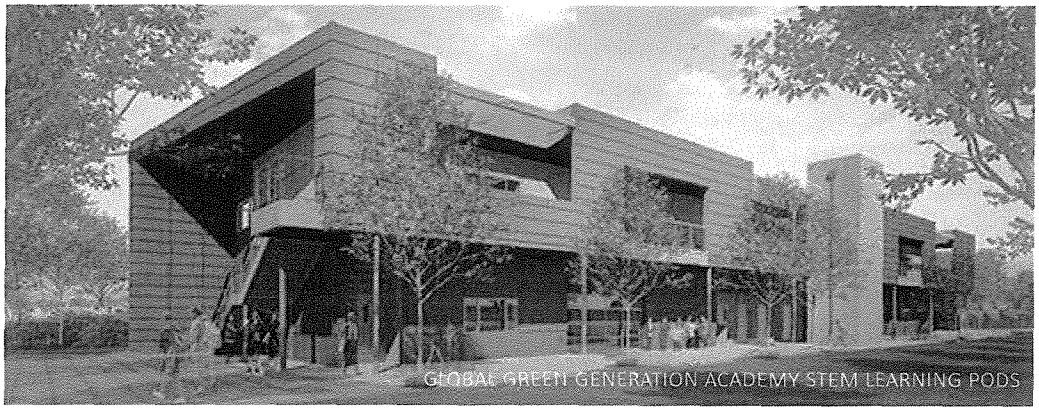
CSDA has completed several projects similar in size, scope and function to the proposed Marshall New Classroom Building in the last five years. Below is a matrix which summarizes the key characteristics of each:

Date	Project Name	Design Type	Client	Cost	Size
*2018	Olive Vista Middle School New Gymnasium & Multi-Purpose Building	New Custom Design on an Existing Campus	Los Angeles Unified School District	$18,254,487	28,539 SF
*2017	Victor Valley High School Administration Building	New Custom Design on an Existing Campus	Victor Valley Union High School District	$15,000,000	32,365 SF
*2017	Hook Jr. High School New Facilities	New Custom Design on an Existing Campus	Victor Valley Union High School District	$7,000,000	30,357 SF
2015	Global Green Generation Academy STEM Learning Pods **(See page 3)**	New Custom Design	Vaughn Next Century Learning Center	$4,032,565	17,500 SF
2015	Pandaland Center STEM Learning Pods **(See page 3)**	New Custom Design	Vaughn Next Century Learning Center	$3,696,977	15,500 SF
2015	V.I.S.A. High School STEM Learning Pods **(See page 3)**	New Custom Design	Vaughn Next Century Learning Center	$3,374,205	14,000 SF
2015	Vaughn Community Center for STEM Support **(See page 3)**	New Custom Design	Vaughn Next Century Learning Center	$2,696,251	9,000 SF
2014	East Palo Alto Academy Campus Expansion **(See page 4)**	Re-Use of DSA Approved Design	Sequoia Union High School District	$9,800,000	20,000 SF
2012	Global Green Generation Academy	New Custom Design	Vaughn Next Century Learning Center	$15,320,785	70,000 SF
2012	ELA Star Hilda L. Solis Learning Academy & Gymnasium	New Custom Design on an Existing Site	Los Angeles Unified School District	$5,876,203	85,500 SF
2012	Pacoima Enrichment Academy **(See page 5)**	Modular Structure	Pacoima Charter School	$3,718,218	17,633 SF
2012	Tyrrell Elementary School	New Custom Design	Hayward Unified School District	$26,296,000	68,600 SF
2010	San Pedro High School New Gymnasium	New Custom Design on an Existing Campus	Los Angeles Unified School District	$11,149,662	20,975 SF

*estimated project completion date

CSDA has recent similar experience in each of the design methods being considered for the Marshall New Classroom Building. A summary of each method is provided on the following pages.

STEM Learning Pods & Community Center
Vaughn Next Century Learning Center
Pacoima, CA


GLOBAL GREEN GENERATION ACADEMY STEM LEARNING PODS

EXAMPLE OF A NEW CUSTOM DESIGN OPTION

DATES
Design 7/2013 - 6/2014
Construction 7/2014 - 8/2015

BUILDING SIZE(S)
Varies 9,000 - 17,500 SF

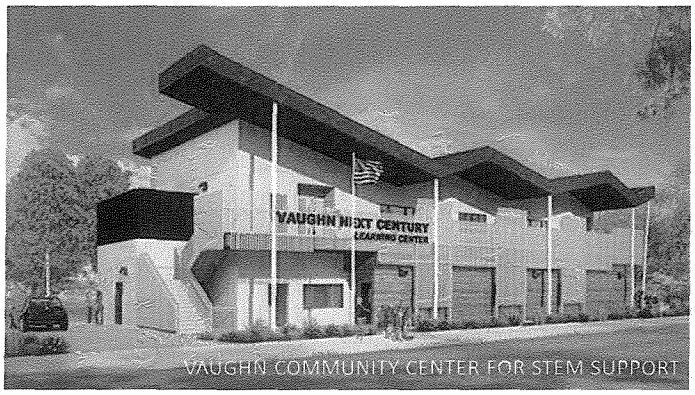
STEM LEARNING PODS
13 Pods @ approx. 3,000 SF each
MULTI-PURPOSE ROOM
2,400 SF

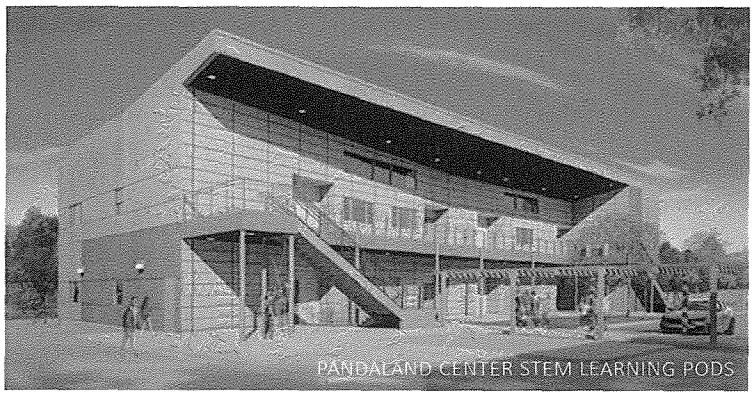
TOTAL COST
$13.8M

CSDA is providing architectural services for four new STEM Learning Pod buildings on four separate sites (Del Sur St., Filmore St., Daventry Pl., and Eustace St.) with one new multi-purpose room at the existing V.I.S.A. High School. These buildings are a part of the Vaughn Next Century Learning Center charter school campus in Pacoima, California.

All four projects will be based on the pod concept and design of the Global Green Generation Academy (G3). Although the G3 School pod design will be used as a basis for design, the pods will vary in size and shape from site to site, due to the differing physical constraints of the individual sites. Each building varies from approximately 9,000 to 17,500 total SF and although separated, these new buildings will provide a physical connection to the existing campus. Additionally, CSDA's design will provide as much green space, shade and additional parking as each site will allow.

The learning pods are large open spaces that house multiple classrooms or can be utilized as one large group learning space. These larger learning spaces facilitate the STEM (Science, Technology, Engineering, & Math) curriculum taught, by providing as much flexibility as possible and state-of-the-art technology. In an effort to deliver the most energy-efficient buildings possible, CSDA designed these learning pods using California High Performance School (CHPS) guidelines and standards.


VAUGHN COMMUNITY CENTER FOR STEM SUPPORT


PANDALAND CENTER STEM LEARNING PODS

CSDA | DESIGN GROUP

EAST PALO ALTO ACADEMY CHARTER HIGH SCHOOL CAMPUS EXPANSION
Sequoia Union High School District
EAST PALO ALTO, CA

EXAMPLE OF THE RE-USE OF EXISTING DSA APPROVED PLANS

DATES
Design 8/2013 - 11/2013
Construction 1/2014 - 8/2014

BUILDING SIZE
20,000 SF

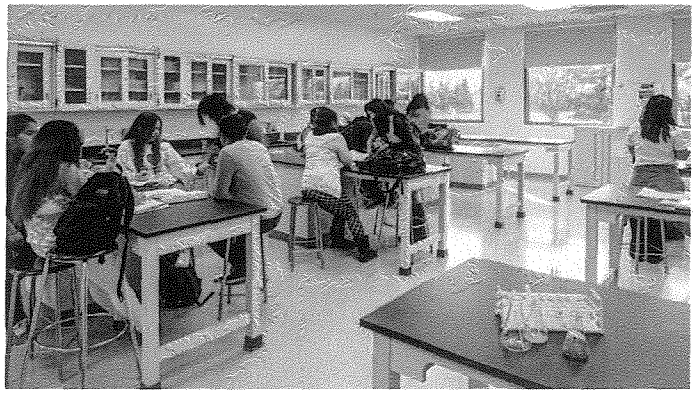
COST
$9,000,000

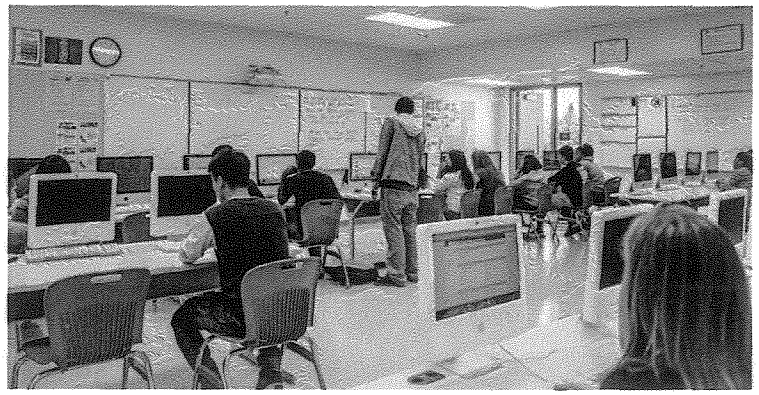
CSDA provided architectural services for the expansion of a 280-student, Stanford University affiliated, charter high school within the Sequoia Union High School District. The project was delivered from start of design to substantial completion in less than 12 months and was completed on time and on budget.

The site features a new 20,000 SF two-story, high-performance modular classroom building that was designed to exceed Title 24 energy savings standards by 40 percent and deliver a 100-year service life for the shell and structure. The building includes nine standard classrooms, a computer lab, a full chemistry lab with fume hoods, and a chemical storage room with an observation window for experiments that might require separation of the students from the reaction/event.

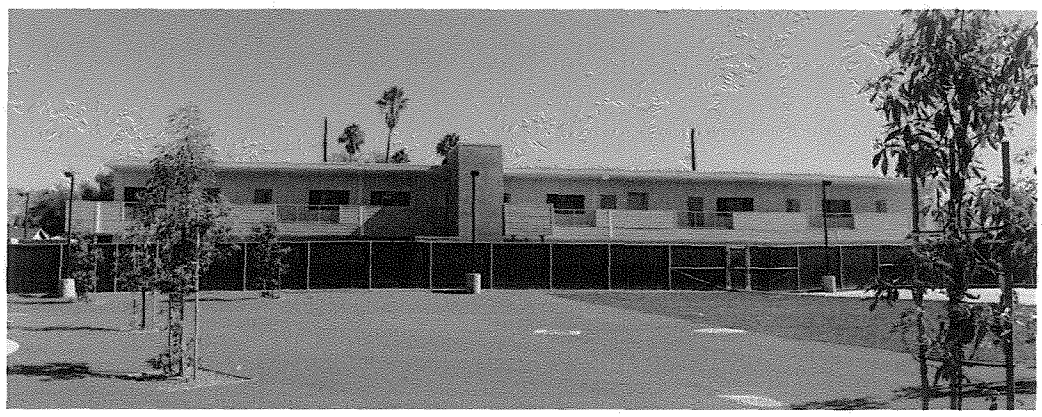
Additional renovations to the site include .88 acres of landscape improvements which utilize bio-filtration plants to treat 100 percent of stormwater onsite prior to draining to the bay. Also included were a staff parking lot, new basketball and volleyball courts, and a new courtyard.

The site, which is composed of fill over bay mud, required extensive ground improvements to prevent liquefaction. An incremental approval process with the San Diego Office of DSA allowed the team to expedite both hazardous soil remediation and ground densification operations while the balance of work was still in the design and approval phases.





PACOIMA ENRICHMENT ACADEMY
Pacoima Charter School
PACOIMA, CA



EXAMPLE OF A MODULAR STRUCTURE

DATES
Design 7/2010 - 10/2010
Construction 1/2011 - 1/2012

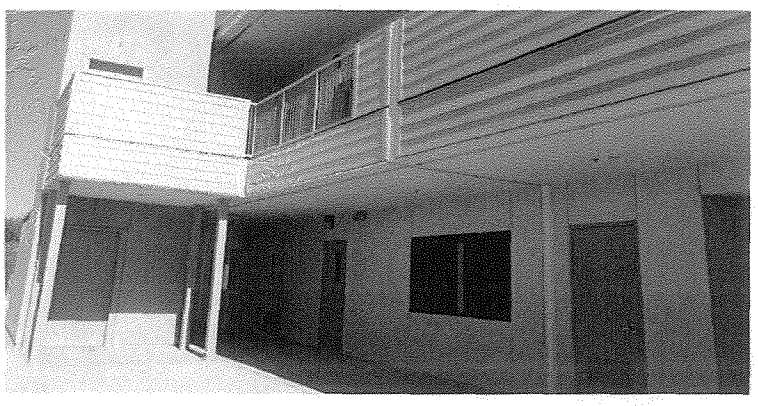
BUILDING SIZE
17,633 SF

COST
$3,750,000

In 2012, CSDA completed site work and construction administration of a new 17,633 SF **two-story modular** kindergarten building for Pacoima Charter School in Pacoima, CA. The first floor consists of four classrooms, restrooms, an administration suite with nursing station and offices, as well as a lunchroom with food preparation area. The second floor consists of six classrooms, restrooms, a teacher resource room, and storage area.

Our scope of work included design coordination between the site and building, and coordination with the school administration and City of San Fernando regarding logistics and placement of a new fire lane and pick-up/drop-off area. Since the new school would be located adjacent to the Global Green Generation Academy (G3), which was also designed by CSDA, we determined that the best option for the fire lane would be a joint-use area located on the G3 site. The new fire lane allowed for a safe area for student pick-up/drop-off as well as a connection point between G3 and the Pacoima Enrichment Academy.

Other specific design considerations were a custom-designed, covered lunch shelter as well as coordination and site work for the playground shade structures.



2. Design Concepts

Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.

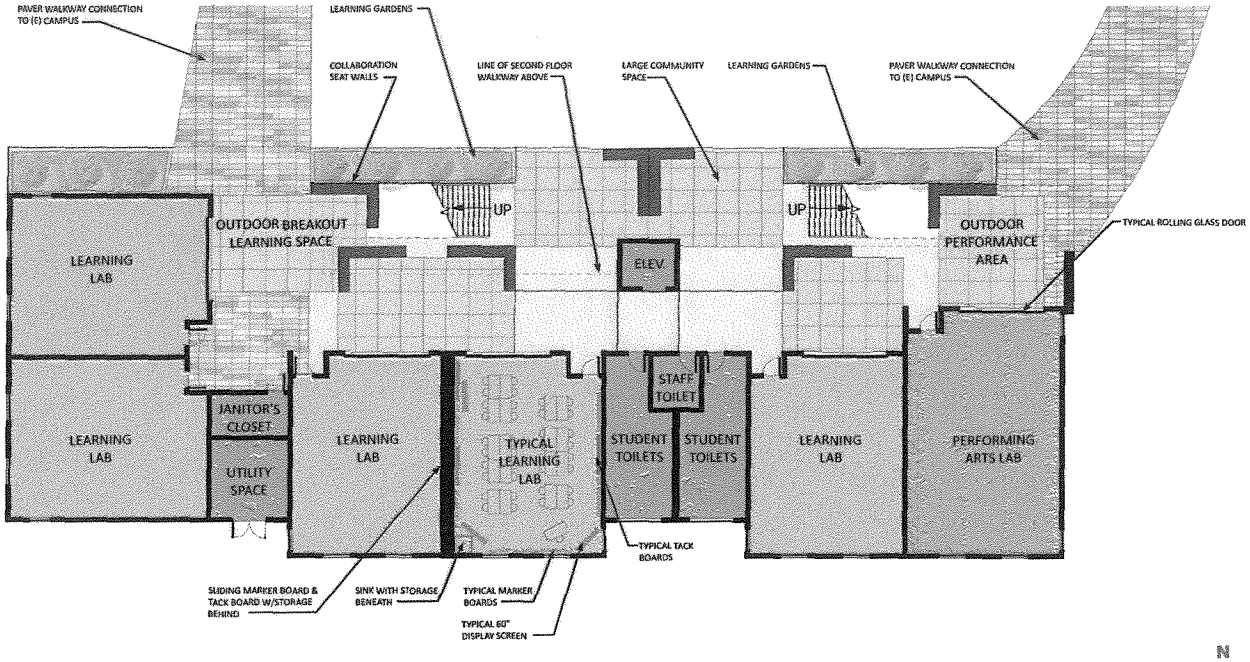
Below is a matrix created to show the benefits of each design delivery option. Each characteristic was ranked on a scale of 1-10 as it relates to the following project types: new custom designed plans, re-use of existing DSA approved design, and modular structures. Based on the results of our evaluation, CSDA recommends that the Marshall New Classroom Building be a new custom designed building. The results of CSDA's evaluation are shown below.

	New Custom Designed Plans	Re-Use of Existing DSA Approved Design	Modular Structures
Overall Cost of Design	7	7	9
Overall Cost of Construction	8	8	6
Design Schedule	7	8	9
Construction Schedule	7	7	9
Campus Aesthetic Compatibility	10	7	4
Program Flexibility	10	8	5
21st Century Learning Components	10	8	6
Building Site Adaptation	10	7	5
DSA Approval Time	5	7	9
Overall Customization	10	7	5
Total Score	**84**	**74**	**67**

Note: Scoring is based on a scale of 1-10 with 1 being the least desirable and 10 being the most favorable.

Design Concept

On the following page, we have included samples of our proposed design concept (1st Floor Plan and rendering) for the Marshall New Classroom Building. A full set of CSDA's proposed concept documents can be found in Appendix A at the end of this proposal package. After reviewing the site restrictions and opportunities, we propose to locate the building in the grass field area along Thurgood Marshall Drive as opposed to placing it at the location shown in the RFP. We propose this location due to conflicts with the existing fire lane, but also to take advantage of increased safety for the students during construction. Moving the construction zone activity away from student occupied areas will also allow for the minimization of construction phasing. The building design takes advantage of Oxnard's temperate climate by providing natural daylighting and ventilation to the classrooms by way of rolling glass doors that open to an exterior walkway. This design also provides exterior break-out learning spaces and a strong connection to the existing campus via courtyards and walkways. The walkways serve as a "pedestrian link" to the existing campus and are highlighted by colored pavement and accented entryways. Our design also proposes moving the required new parking spaces to the existing main parking lot. We propose reconfiguring the existing parking lot and adjacent areas to accommodate the required 20 new parking spaces, which will maintain vehicular traffic within one designated area and away from the campus proper.



FLOOR PLAN - 1ST FLOOR

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

CFW CSDA | DESIGN GROUP

ARCHITECTURAL RENDERING 1

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

CFW CSDA | DESIGN GROUP

3. Recommendations

Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.

After reviewing the RFP documents and design guidelines, our recommendations to improve the functionality and effectiveness of the new classroom building design are as follows:

Building Location
We believe that the proposed new classroom building location in the RFP is in conflict with the existing fire lane as well as the existing play structure and adjacent shade area. We have proposed a new location in the grass field along Thurgood Marshall Drive, that will better accommodate the program and create a strong connection with the existing fabric of the campus. This alternate building location allows for isolation of construction activity from student occupied areas and provides contractor access to the construction zone. This location allows for uninterrupted use of the play and shade structures throughout the year, while maintaining the integrity of the existing fire lane.

Building Footprint
CSDA is proposing a rectilinear design (as opposed to the footprint suggested in the RFP) along the east/west axis with an exterior walkway that allows for natural daylighting and ventilation as well as a visual connection to the existing campus. The design utilizes overhead rolling glass doors that provide for flexible teaching opportunities and access to the exterior courtyard.

Parking Location
We feel that consolidating all the parking into one area is beneficial as it removes vehicle activity from the campus proper. By analyzing the existing surface parking lot along Thurgood Marshall Drive, we will be able to accommodate the required 20 additional parking spaces through the redesign of the existing layout and adjacent areas. This redesign will allow for the opportunity to explore xeriscaping or drought tolerant vegetation.

Vision & Specifications
After reviewing the Marshall New Classroom Building Vision & Specifications package, we have developed comments and recommendations that we believe will improve the functionality and effectiveness of the new educational spaces.

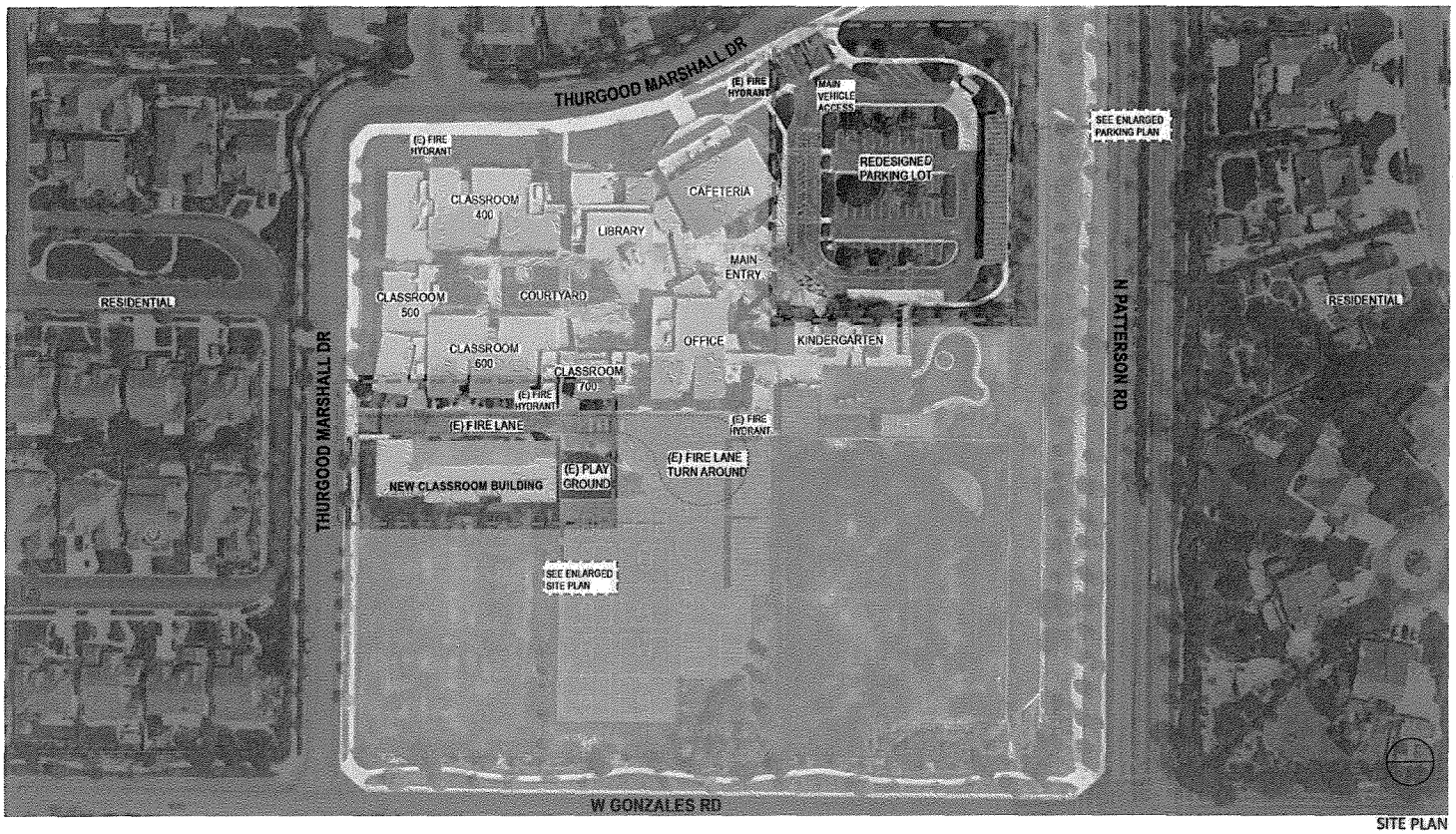
Acoustics
Acoustics is a major component in the design of educational spaces. Concerns normally do not appear until the space is constructed and being used daily. Planning for acoustical design and treatments of an open, collaborative learning space is an extremely important part of the initial room layout and space planning. Our in-house acousticians work with the design team to develop acoustical criteria (for sound isolation, room acoustics and background noise) that are appropriate for the project's budget and functional requirements. Acoustical design strategies will be based on these criteria. **We will work with our in-house acousticians to assure that spaces are comfortable for learning and provide functional flexibility.**

Daylighting
We will provide daylighting to all educational spaces by designing windows and rolling glass doors that supply learning environments with ample natural light while reinforcing a connection to the exterior. Careful consideration will be given to building orientation, roof overhangs, wing walls, window sun shades (exterior) and glazing films. Proposed rolling glass doors will play an integral role in creating break-out space opportunities, such as providing generous access to small, protected courtyards outside of the classrooms. Room darkening will also be accommodated to allow for room use flexibility through the use of window coverings (interior and black-out curtains).

Storage
Current learning methodologies are moving towards technology-based learning tools. While the need for storage of textbooks and supplies has diminished, the need for storage within classrooms will always be there. We will work hard to minimize storage, as stated in the District's Vision & Specifications package. However, we will look to identify opportunities for hidden storage areas such as behind marker and pin-up boards, within flexible furnishings, and under work surfaces.

Lighting
Artificial lighting is a centerpiece of all design and requires careful planning and execution. We have found through past experience that a mixture of direct and indirect lighting provides for the most pleasant learning environments (reduction of glare and minimization of eye strain). By including multiple switching arrangements and zoning within each space, flexible learning arrangements and energy savings can be realized.

Program Development & Verification
By utilizing the Oxnard School District's Vision and Specifications as a basis for the design, CSDA and the District can work to develop a thorough and effective program to meet the school's immediate needs (housing grades 6-8) and long-term needs (providing a K-8 education program on the Marshall campus). We propose a series of stakeholder meetings (facilitated by CSDA) to identify the needs of the current curriculum as well as the incorporation of 21st century learning components.



SITE PLAN

MARSHALL NEW CLASSROOM BUILDING
OXNARD SCHOOL DISTRICT

4. Proposed Timelines

Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.

Listed below are strategies that CSDA recommends to help meet or accelerate the proposed timelines of the project.

Early Contractor Involvement
Bringing the contractor onto the team during the initial design phases will allow for reliable input regarding constructability, quality, durability, budget and schedule. Vetting this input early in the design process can eliminate late-phase design changes, which will save the District time and money.

District Buy-In/Sign-Off Concurrent with Design
Including the District as a key design team partner will allow for the timely approval of design and budget items. Finalizing design decisions and reconciling the budget at the completion of each design phase (Schematic Design, Design Development, and Construction Documents) assures that all the project basics (program, budget, and schedule) are sound and reliable from the beginning of design through the completion of design.

Proven Design That Is Easily Constructed
CSDA has custom designed several two-story classroom buildings, similar to the proposed Marshall New Classroom Building. For your project we would propose similar structural, mechanical, electrical, plumbing, communications, fire protection and building skin systems to those we have already designed. We feel this would allow the design process to move quickly and smoothly, as it would incorporate proven systems and construction techniques.

Expedited DSA Approval
Meeting with DSA early and often has proven to be a most effective way of reducing review and approval time. CSDA would discuss your project with DSA representatives during each of the design phases. During our early meetings (Schematic Design and Design Development) we would ask DSA to commit to a tentative submittal and review schedule. This technique has proven helpful to both CSDA and DSA in scheduling the work.

On certain occassions, CSDA has received approval to have plans reviewed in DSA's San Diego office rather than the projects local DSA office. In some cases this has greatly accelerated review times. As an example, CSDA provided architectural services for a new modular gymnasium project for the East Palo Alto Academy Charter High School. The project was headed for a long delay at the local Oakland DSA office. In order to avoid that delay and accelerate the DSA approval, CSDA's project architect contacted the Oakland DSA office to request that the project be transferred for review by DSA San Diego. They agreed and approved the project in half the time.

Project Portal
In cases where design teams are large, or there is a desire on the part of the District to involve multiple stakeholders, CSDA has found that a project portal on the District website is an excellent way to share information, store data, and solicit input. In these cases, the web portal serves as a communication acceleration tool that reduces lost time for stakeholder interaction.

5. Delivery Methods

Discuss the firm's experience with the District's preferred delivery method of using a Lease-Leaseback contractor, in comparison with other delivery methods within the firm's experience.

The lease-leaseback delivery method is reasonably new to the educational facility construction marketplace. CSDA has been actively involved since its inception. Over the last five years, CSDA has completed the design and construction of approximately $450M worth of educational facilities projects. Various delivery methods and construction dollar amounts are shown below:

Delivery Method	Dollar Amount
Lease-Leaseback	$300M
Design-Bid-Build	$100M
Other (Design-Build, Design Assist, Negotiated)	$35M

In completing lease-leaseback projects, we have experienced the numerous advantages associated with this delivery method, as compared with either design-bid-build and other delivery methods (design-build, design assist, and negotiated). These advantages include:

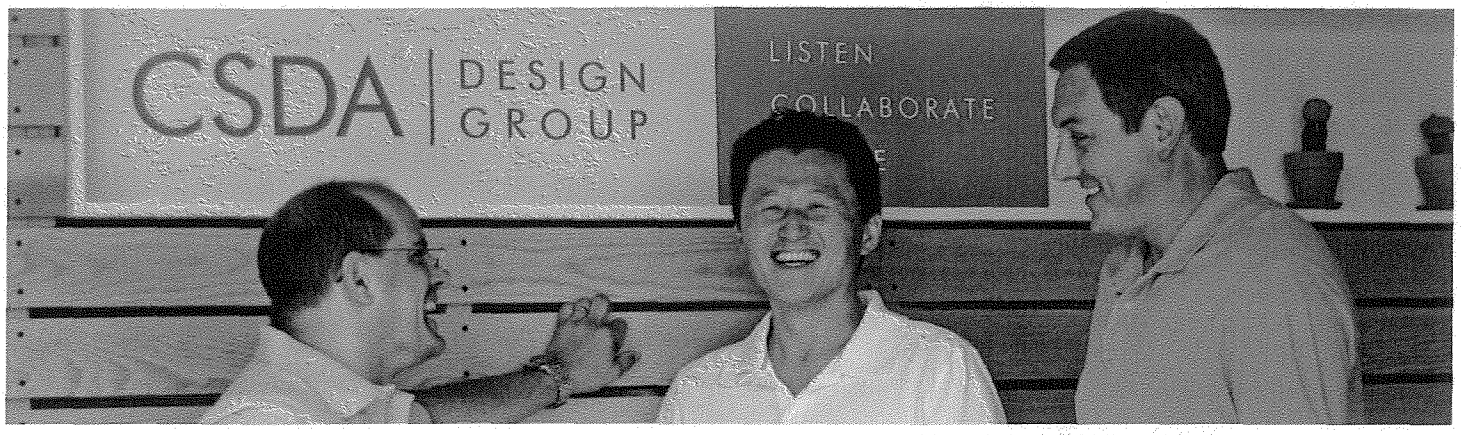
Partnering with the Contractor
The lease-leaseback delivery method brings the contractor on board as an important member of the design team early in the design process. This enables the architect to vet design ideas and constructability issues with the contractor during the initial design phases. By doing so, all team members (District, contractor, and architect) are able to share realistic expectations with regards to budget, schedule and quality.

Budget Flexibility
A lease-leaseback agreement binds the contractor to a fixed budget project cost for a fixed scope of work. If changes are required during construction to maintain the agreed upon cost, these changes are made in partnership with the District and the architect. We have found this process to be one of collaboration as opposed to one of conflict as we have experienced in the design-bid-build delivery model.

Schedule Acceleration
The lease-leaseback statute allows the contractor to prepare the final bid for the project while the drawings are being reviewed by DSA. In the design-bid-build model, contractors are not allowed to finalize bids until the construction documents have been approved by DSA. This can be a schedule savings of up to two months.

Shared Vision = Shared Success
CSDA's experience in design-bid-build has included some excellent contractors that are interested in constructing the best building possible in strict accordance with the construction documents. Unfortunately, for districts, the low-bid environment does not always yield these excellent contractors. Our experience has been that oftentimes, low-bid contractors need to find change-order opportunities to achieve their profit goals.

These low-bid pressures are greatly reduced in the lease-leaseback model by bringing the contractor on board early in design phases, vetting cost, schedule and quality in advance and allowing the contractor and architect to work together in making change/quality decisions.



From left: Jeff Fuller, Yong Yoo, and Mike Schöen

6. Roles of Key Personnel

Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.

Our proposed assigned senior personnel – Jeff Fuller, Mike Schöen, and Yong Yoo – have worked together on 18 Southern California education projects. In addition, Jeff and Mike have completed 34 projects together. Our team will be dedicated to the Oxnard School District for the duration of the project.

CSDA Design Group
Jeffery M. Fuller, AIA, LEED AP
Principal-in-Charge
President

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Empowerment and Inspiration
OXNARD SCHOOL DISTRICT
Est. 1875

CFW
Planning and Financing Better Schools for California Students

CSDA Design Group
Michael Schöen, AIA, LEED AP
Project Manager/Associate

CSDA Design Group
Yong Yoo, AIA
Project Architect
Associate

CSDA Design Group
Amanda Hutt, LEED AP
Job Captain

CSDA Design Group
Diana Marquez, LEED Green Associate
Job Captain/DSA Sepcialist

Jeffery M. Fuller, AIA, LEED® AP, Principal-in-Charge
Born and raised in upstate New York, Jeff received a Bachelor of Architecture (B. Arch Degree) from Syracuse University. Jeff has more than 25 years in the industry. As Principal-in-Charge, Jeff will oversee the District's projects to assure timely completion and overall client satisfaction. Jeff will serve as an active member of CSDA's team. His in-depth knowledge of building code compliance requirements is integral to the successful completion of projects on schedule. Jeff assures clients' satisfaction through frequent communication and by providing the staff needed to complete projects on time and within budget. Jeff is licensed in the State of California.
Jeff's level of participation: 10%

Michael R. Schöen, AIA, LEED® AP, Project Manager
Born and raised in Orange County, Mike received his Masters of Architecture (M. Arch Degree) from SCI-Arc in Los Angeles and is a fifth generation Californian. Mike has more than 18 years of professional experience in designing new construction and modernization projects for K-12 schools. Mike's certification as a Project Management Professional with the Project Management Institute makes him well suited for management of the Oxnard School District's projects. Mike has designed modernizations and new construction for 48 K-12 schools over the past 10 years. Mike understands the close connection between the quality of an educational environment and a positive educational experience. Mike is licensed in the State of California.
Mike's level of participation: 50%

Yong Yoo, AIA, Project Architect
Yong received his Bachelor of Architecture (B. Arch Degree) from Cal Poly Pomona and is licensed in the State of California. Yong will manage the project design team and any sub-consultants, lead project staff, and produce deliverables. He has 18 years of education experience relevant to Oxnard School District's projects. Yong's portfolio over the past 10 years alone has been comprised of various project types, including 38 modernization and new construction projects for multiple public school districts. He is a service-oriented professional committed to delivering projects on time and on budget. Yong also has an excellent professional working relationship with DSA.
Yong's level of participation: 75%

Amanda Hutt, LEED® AP, Job Captain
Amanda received her Bachelor of Architecture (B. Arch Degree) from University of Southern California. With seven years of experience, she has worked closely with school district representatives, consultants, project inspectors, and special interest groups to ensure that everyone involved in a project is integrated early on in the design process. As Job Captain she is able to provide clients with immediate access for answers or interpretations. She has experience in hand rendering for presentations to better illustrate a project's possibilities.
Amanda's level of participation: 100%

Diana Marquez, LEED® Green Associate, Job Captain/DSA Specialist
Diana received her Bachelor of Arts in Architecture and City and Regional Planning from University of California, Berkeley. She has eight years of experience in architectural design and planning. As your DSA Specialist, Diana will assist with the DSA and Agency coordination. She is capable of gaining project certification and project close out. Her duties have included assisting project architects in all aspects of design and construction for K-12 educational facilities. She has specific experience with retroactive project close-out implementation, wherein she has been successful in investigating elusive documents and tracking down all proper documentation to obtain DSA close-out.
Diana's level of participation: 90%

7. Cost Estimate

Provide a line item conceptual cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs.

Based on the design concept proposed by CSDA, Del Amo Construction (CSDA's lease-leaseback partner for the construction of STEM Learning Pods & Community Center - See page 3) has prepared a unit and unit cost, cost estimate that outlines our understanding of the project details by component. See pages 15-18 for line item breakdown.

"All-In" Project Cost Executive Summary

Project Estimated Construction Costs	
Estimated Construction Cost	5,149,310
Contractor Overhead and Profit	334,705
Insurance & Gross Receipts Tax	65,364
Construction Contingency	416,203
Total Estimated Project Construction Costs	$5,965,583
Project Estimated Soft Costs	
Fixtures, Furnishings and Equipment (FF&E)	$550,000
FF&E Design Fee*	19,250
Architectural and Engineering Fees*	462,750
Allowance for Additional Soft Costs	1,099,975
Total Estimated Project Soft Costs (including "additional soft cost allowance")	$2,131,975
Total Estimated "All-In" Project Cost	$8,097,558

*Total all inclusive A/E fee for the project is $482,000 (FF&E Design Fee of $19,250 + A/E Fees of $462,750)

Assumptions:

1) "Architectural and Engineering Fees" includes architectural, structural, civil, mechanical, electrical and plumbing services
2) Budget for "additional soft costs" is an allowance only. It is anticipated that this allowance is adequate to include costs consistent with industry standards in the following areas:

    - Permit fees
    - Testing and inspection fees
    - Geotechnical services
    - Site survey
    - Landscape architect
    - Design contingency
    - Project contingency

    Any reduction in the amount of the allowance spent on "additional soft-costs" will result in a dollar for dollar savings of overall project costs.

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015

NO.		DESCRIPTION	CONTROL QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
	SITE WORK						
1	**1.001**	Plans & Engineering	NIC	SF	-	-	$ -
2	**1.060**	Permits & Fees	NIC	SF	-	-	-
3	**1.400**	Testing & Inspection	NIC	SF	-	-	-
4	**2.015**	Protection - Fence	12,386	SF	0.61	7,555	23,657
5		Barricade	12,386	SF	1.00	12,386	
6		Safety Administrator	12,386	SF	0.30	3,716	
7		Salvage	NIC	SF	-	-	-
8	**2.070**	Demo Assist	12,386	SF	0.08	991	991
9	**2.045**	Erosion Control	12,386	SF	0.07	867	867
10	**2.199**	SWPPP	NIC	SF	-	-	-
11		2011 Management Requirements; QSP 3rd Party	NIC	SF	-	-	
12	**2.050**	Demolition - Site	12,386	SF	0.56	6,936	10,652
13		Building	NIC	SF	-	-	
14		Misc.	12,386	SF	0.30	3,716	
15	**2.200**	Earthwork - Clear & Grub	12,386	SF	4.50	55,737	73,077
16		Mass Excavation	INCLUDED	SF	-	-	
17		OXR 5'0"	INCLUDED	SF	-	-	
18		OXR 3'0"	INCLUDED	SF	-	-	
19		Import/Export	NIC	SF	-	-	
20		Backfill	NIC	SF	-	-	
21		Fill Planters	INCLUDED	SF	-	-	
22		Spoils Management	12,386	SF	0.50	6,193	
23		Finegrade 1	NIC	SF	-	-	
24		Finegrade 2	12,386	SF	0.20	2,477	
25		Water	12,386	SF	0.20	2,477	
26		Survey	12,386	SF	0.50	6,193	
27	**7.101**	Methane Barrier	NIC	SF	-	-	-
28		Vent Piping	NIC	SF	-	-	
29		Aggregate Bedding	NIC	SF	-	-	
30		Active System	NIC	SF	-	-	
31		Alarm System	NIC	SF	-	-	
32	**2.510**	A/C Paving	5,750	SF	1.44	8,280	110,580
33		Striping & Signs	5,750	SF	0.40	2,300	
34		ADA Stalls	INCLUDED	SF	-	-	
35		EV Stalls	NIC	SF	-	-	
		Parking Lot	1	LS	100,000.00	100,000	
36	**2.520**	Site Concrete	5,750	SF	7.50	43,125	46,000
37		Sidewalk Patching	5,750	SF	0.50	2,875	
38		Curbwork	INCLUDED	SF	-	-	
39		Stairs on Grade	INCLUDED	SF	-	-	
40		Sub Slab for Pavers	NIC	SF	-	-	
41		Site Pavers	NIC	SF	-	-	
42		Grass-Crete	NIC	SF	-	-	
43		Equipment Pad	NIC	SF	-	-	
44		Structural Site Concrete	INCLUDED	SF	-	-	-
45		Medium Foundations	INCLUDED	SF	-	-	
46		Gate Track	INCLUDED	SF	-	-	
47		Bollard Foundations	INCLUDED	SF	-	-	
48		Seat Walls	INCLUDED	SF	-	-	
49		PIP Deck	NIC	SF	-	-	
50	**3.355**	Rebar	INCLUDED	SF	-	-	-
51	**5.800**	Expansion Control	NIC	SF	-	-	-
52	**2.530**	Masonry - Retaining Walls	NIC	SF	-	-	-
53		Planters	NIC	SF	-	-	
54		Drill & Dowell	NIC	SF	-	-	
55		Knee Wall	NIC	SF	-	-	
56		Tie Into (E)	NIC	SF	-	-	
57	**5.520**	Railing - Wall	INCLUDED	SF	-	-	-
58		Guard	INCLUDED	SF	-	-	
59	**2.835**	Fence - WI	NIC	SF	-	-	-
60		Chain Link	INCLUDED	SF	-	-	
61		Man Gates	INCLUDED	SF	-	-	
62		Auto Gates	INCLUDED	SF	-	-	
63		Gate Operator	NIC	SF	-	-	
64		Offsite Work ALLOWANCE	NIC	SF	-	-	-
65	**9.900**	Painting	NIC	SF	-	-	-
66	**9.200**	Plaster	NIC	SF	-	-	-
67	**7.100**	Waterproofing - Site Walls	NIC	SF	-	-	-
68	**2.900**	Landscaping & Irrigation ALLOWANCE	5,750	SF	3.50	20,125	20,125
69		Topsoil	INCLUDED	SF	-	-	
70	**2.700**	Site Utilities - Water	5,750	SF	30.00	172,500	172,500

CSDA | DESIGN GROUP

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015

CFW

NO.		DESCRIPTION		CONTROL QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
71		Fire		INCLUDED	SF	-	-	
72		FDC/PIV/BFP/DDC		INCLUDED	SF	-	-	
73		Hydrants		NIC	SF	-	-	
74		Hot Tap		NIC	SF	-	-	
75		Sewer		INCLUDED	SF	-	-	
76		Storm Drain		INCLUDED	SF	-	-	
77		Storm Drain Retention & Filtration		INCLUDED	SF	-	-	
78		Inlets		INCLUDED	SF	-	-	
79		French Drain		NIC	SF	-	-	
80		Pipe Roof Drains		INCLUDED	SF	-	-	
81		Sump Pit/Pump		NIC	SF	-	-	
82		Gas		NIC	SF	-	-	
83		Elect Service/Vault		INCLUDED	SF	-	-	
84		UG of OH Lines	ALLOWANCE	NIC	SF	-	-	
85		Site Lighting		INCLUDED	SF	-	-	
86		Low Level Lighting		NIC	SF	-	-	
87		EV Stalls		NIC	SF	-	-	
88		Misc. Connections		INCLUDED	SF	-	-	
89	**2.891**	Flag Pole		NIC	SF	-	-	-
90		Installation		NIC	SF	-	-	
91	**1.040**	Field Work/Coordination		5,750	SF	0.25	1,438	1,438
						37.13	$ 459,887	$ 459,887
	BUILDING WORK							
92	**2.050**	Demolition - Building		NIC	SF	-	-	-
93		Slab Removal		NIC	SF	-	-	
94		Misc.		NIC	SF	-	-	
95	**3.100**	Concrete - Pad Foundations		6,636	SF	30.32	201,204	234,748
96		Continuous Foundations - Med/Large		INCLUDED	SF	-	-	
97		Lightweight Topping Slab		8,386	SF	4.00	33,544	
98		Curbs		INCLUDED	SF	-	-	
99		Stairs on Grade		NIC	SF	-	-	
100		PIP Deck		NIC	SF	-	-	
101		Floor Prep		INCLUDED	SF	-	-	
102		Columns		NIC	SF	-	-	
103		Deck Infill		INCLUDED	SF	-	-	
104		Elevator Pit		INCLUDED	SF	-	-	
105		Stair Infill		INCLUDED	SF	-	-	
106		Grout Steel		INCLUDED	SF	-	-	
107		Rebar		INCLUDED	SF	-	-	-
108	**3.400**	Precast Concrete / GFRC		NIC	SF	-	-	-
109	**4.100**	Masonry		NIC	SF	-	-	-
110		Pilasters		NIC	SF	-	-	
111		Lintels/Bracing		NIC	SF	-	-	
112		Layout		NIC	SF	-	-	
113	**4.150**	Brick/Stone Veneer		NIC	SF	-	-	-
114	**2.830**	Fencing - Chain Link		NIC	SF	-	-	-
115		Gates		NIC	SF	-	-	
116		WI Gates		NIC	SF	-	-	
117	**5.100**	Structural Steel		15,022	SF	22.65	340,248	340,248
118		Stairs		INCLUDED	SF	-	-	
119		Railings - Wall		INCLUDED	SF	-	-	
120		Guard Rails		INCLUDED	SF	-	-	
121		Operable Partition Support		NIC	SF	-	-	
122		Sports Equipment Supports		NIC	SF	-	-	
123		Misc. Metals		15,022	SF	1.28	19,228	19,228
124	**5.300**	Metal Deck		NIC	SF	-	-	-
125		Hoist/Clean		NIC	SF	-	-	
126		Closure Flashings		NIC	SF	-	-	
127	**6.100**	Rough Carpentry - Exterior Walls		15,022	SF	35.03	526,221	548,754
128		Interior Walls		INCLUDED	SF	-	-	
129		Roof/Floor Trusses		INCLUDED	SF	-	-	
130		Roof Framing		INCLUDED	SF	-	-	
131		Misc.		15,022	SF	1.50	22,533	
132	**6.410**	Cabinetry - Lowers		13,272	SF	8.87	117,723	187,723
133		Uppers		INCLUDED	SF	-	-	
134		Shelving		INCLUDED	SF	-	-	
135		Tops		INCLUDED	SF	-	-	
136		Benches		NIC	SF	-	-	
137		Reception Desk		NIC	SF	-	-	
138		Prep Rooms		INCLUDED	SF	-	-	
139		Lab Casework		2	RMS	35,000.00	70,000	

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015

NO.		DESCRIPTION		CONTROL QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
141	**7.200**	Insulation - Wall		13,272	SF	0.56	7,432	7,432
142		Ceiling/Floor		INCLUDED	SF	-	-	
143		Roof - Rigid		INCLUDED	SF	-	-	
144	**7.110**	Deck Coating		NIC	SF	-	-	-
145	**7.600**	Sheet Metal		6,636	SF	21.71	144,068	222,818
146		Deck to Wall		INCLUDED	SF	-	-	
147		Roof Specialties		INCLUDED	SF	-	-	
148		Finials		NIC	SF	-	-	
149		Canopy / Awning		NIC	SF	-	-	
150		Standing Seam		NIC	SF	-	-	
151		Metal Soffit Panels		1,750	SF	45.00	78,750	
152		Column Covers		NIC	SF	-	-	
153		Louvers		NIC	SF	-	-	
154		Equipment Pads		NIC	SF	-	-	
155		Skylights / Solatubes		NIC	SF	-	-	
156		Equipment Screen		INCLUDED	SF	-	-	
157	**7.300**	Roofing - Tile / BUR / Single Ply		6,636	SF	16.12	106,972	106,972
158		Roof - Rigid / Densdeck		INCLUDED	SF	-	-	
159	**7.100**	Waterproofing - Below Grade		6,636	SF	2.41	15,993	19,993
160		Pits		1	LS	4,000.00	4,000	
161		Concrete Sealer		INCLUDED	SF	-	-	
162		Under Tile		INCLUDED	SF	-	-	
163	**7.900**	Calking & Sealants		13,272	SF	0.42	5,574	5,574
164		Firestopping		13,272	SF	0.25	3,318	3,318
165	**7.250**	Fireproofing		NIC	SF	-	-	-
166	**8.330**	OH Shutter Doors		NIC	SF	-	-	-
167	**10.650**	Operable Partition		4	EA	8,500.00	34,000	34,000
168	**8.100**	Doors / Frames / HW		13,272	SF	3.85	51,097	51,097
169		Installation		INCLUDED	SF	-	-	
170	**8.810**	Glass - Exterior		13,272	SF	3.26	43,267	43,267
171		Interior		NIC	SF	-	-	
172		Curtain Wall		NIC	SF	-	-	
173		Mirror Wall		NIC	SF	-	-	
174		Solar Film		NIC	SF	-	-	
175		Operable Sliders		NIC	SF	-	-	
176		Glass Railings		NIC	SF	-	-	
177		Rated Wire Glass / HM Frames		NIC	SF	-	-	
178		Door Adder		NIC	SF	-	-	
179	**8.110**	OH Doors - Glass		10	EA	7,500.00	75,000	75,000
180	**8.305**	Access Panels		13,272	SF	0.13	1,725	1,725
181	**8.300**	Won Doors / Fire Film		NIC	SF	-	-	-
182	**9.100**	Drywall - Steel Stud & Drywall Walls		13,272	SF	10.15	134,711	147,983
183		Plaster Underlayment		INCLUDED	SF	-	-	
184		Soffits		INCLUDED	SF	-	-	
185		Deduct 2nd Layer Gyp Ceiling		NIC	SF	-	-	
186		1 Hour / Shaft Work		NIC	SF	-	-	
187		Misc.		13,272	SF	1.00	13,272	
188	**9.200**	Plaster Walls		13,272	SF	14.82	196,691	196,691
189		Ceiling/Soffit		INCLUDED	SF	-	-	
190		Fiber Cement Panels		NIC	SF	-	-	
191		Foam Shapes		NIC	SF	-	-	
192	**9.225**	Scrap Bins		13,272	SF	0.98	13,007	13,007
193	**9.680**	Flooring - Marmoleum Tile		13,272	SF	4.24	56,273	57,773
194		Carpet ($40/sy Installed - No Spec)	ALLOWANCE	INCLUDED	SF	-	-	
195		Grind & Polish		NIC	SF	-	-	
196		Base		INCLUDED	SF	-	-	
197		Rubber Flooring		NIC	SF	-	-	
198		Walk Off Mats		INCLUDED	SF	-	-	
199		Floor Moisture Testing - ASTM D 4263	ALLOWANCE	1	LS	1,500.00	1,500	
200		Floor Moisture Barrier		NIC	SF	-	-	
201	**9.550**	Wood Flooring		NIC	SF	-	-	-
202		Gym Art		NIC	SF	-	-	
203	**9.310**	Ceramic Tile - Floor		13,272	SF	3.89	51,628	51,628
204		Wall		INCLUDED	SF	-	-	
205		Shower Ceiling		NIC	SF	-	-	
206	**9.510**	Acoustical Ceiling		13,272	SF	2.50	33,180	33,180
207	**9.530**	Acoustical Treatment / Tectum		1	LS	25,000.00	25,000	25,000
208	**9.540**	FRP / Marlite		13,272	SF	0.03	398	398
209	**9.900**	Painting - Drywall		13,272	SF	5.18	68,749	76,249
210		Ceilings / Soffits		INCLUDED	SF	-	-	
211		Plaster		NIC	SF	-	-	

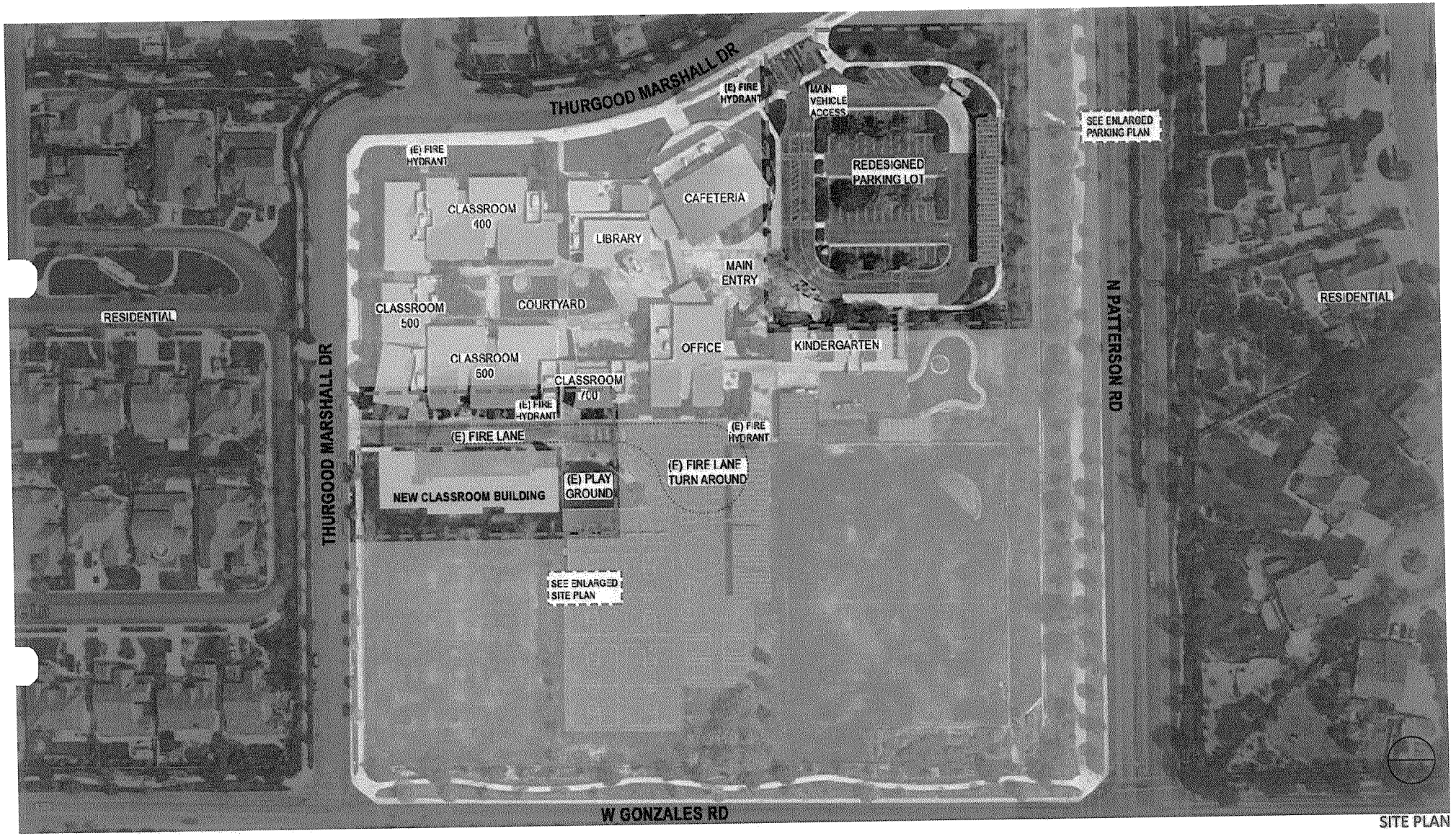
MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015

NO.		DESCRIPTION		CONTROL QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
213		Doors		INCLUDED	SF	-	-	
214		WI & Railings		INCLUDED	SF	-	-	
215		Anti-Graffiti		INCLUDED	SF	-	-	
216		Wall Coverings		NIC	SF	-	-	
217		WallTalkers		NIC	SF	-	-	
218		Wall Graphics		NIC	SF	-	-	
219		Misc.		1	SF	7,500.00	7,500	
220	**10.150**	Toilet Partitions/Accessories - Large		13,272	SF	1.11	14,732	14,732
221		Small		NIC	SF	-	-	
222		Showers		NIC	SF	-	-	
223	**11.480**	Sports Equipment		NIC	SF	-	-	-
224		Scoreboard		NIC	SF	-	-	-
225		Bleachers		NIC	SF	-	-	-
226	**10.100**	White Boards		12	RMS	12,000.00	144,000	144,000
227		Fabric Covered Tack Boards		INCLUDED	SF	-	-	
228		Projection Screens		INCLUDED	SF	-	-	
229	**11.070**	Theatrical Equipment		NIC	SF	-	-	-
230	**12.500**	Window Treatment		13,272	SF	0.22	2,920	2,920
231	**10.522**	Fire Extinguishers		13,272	SF	0.10	1,327	1,327
232	**10.400**	Directories / Building Signage		13,272	SF	0.61	8,096	8,096
233	**10.500**	Lockers		NIC	SF	-	-	-
234	**14.200**	Elevator		2	STOPS	48,000.00	96,000	103,500
235		Code Requirements/Coordination		1	LS	7,500.00	7,500	
236	**15.300**	Fire Sprinklers		15,022	SF	5.00	75,110	75,110
237	**15.500**	HVAC		13,272	SF	32.75	434,658	434,658
238		Duct Supports		INCLUDED	SF	-	-	
239	**15.400**	Plumbing		15,022	SF	16.70	250,867	250,867
240		Expansion Tanks & Circulation Pumps		-	SF	-	-	
241		Seismic Gas Shut-off		INCLUDED	SF	-	-	
242	**16.050**	Electrical		15,022	SF	34.50	518,259	653,457
243		Light Fixture Package		INCLUDED	SF	-	-	
244		Fire Alarm		15,022	SF	4.00	60,088	
245		Area of Refuge Communication System		NIC	SF	-	-	
246		Fire Alarm Conduit		INCLUDED	SF	-	-	
247		Low Voltage Systems		NIC	SF	-	-	
248		Low Voltage Conduit		INCLUDED	SF	-	-	
249		AV System		NIC	SF	-	-	
250		Clock / Bell System		NIC	SF	-	-	
251		TV Studio Wiring Premium		NIC	SF	-	-	
252		Computer Server HUB		NIC	SF	-	-	
253		Misc. Conduits		15,022	SF	5.00	75,110	
254	**2.051**	Scaffolding		INCLUDED	SF	-	-	-
255	**2.001**	General Labor		11.0	MOS	5,500.00	60,500	60,500
256	**2.002**	Misc. Rentals		11.0	MOS	1,500.00	16,500	16,500
257	**2.003**	Small Tools		11.0	MOS	500.00	5,500	5,500
258	**2.004**	Final Clean		15,022	SF	0.40	6,009	6,009
259		Commissioning	ALLOWANCE	1	MOS	17,500.00	17,500	17,500
260	**1.010**	General Conditions		11.0	MOS	34,780.00	382,580	382,580
							$ 4,689,423	$ 4,689,423
		SUBTOTAL					$ 5,149,310	$ 5,149,310
		Overhead & Profit		6.50%			334,705	334,705
		Insurance		1.00%			54,840	54,840
		Professional Liability Insurance		0.00%			-	-
		Gross Receipts Tax		0.19%			10,524	10,524
		Bond		0.00%			-	-
		Sub Failure	ALLOWANCE	0.00%			-	-
		Inflation	ALLOWANCE	0.00%			-	-
		Plan Coordination	ALLOWANCE	0.00%			-	-
		Contingency		7.50%			416,203	416,203
		CONSTRUCTION TOTAL					$ 5,965,583	$ 5,965,583

Appendix A

This section contains our proposed design concept package utilizing a new custom design delivery for the Marshall New Classroom Building. The package consists of the following documents:

1. Site Plan (includes existing site and proposed Marshall New Classroom Building)
2. Enlarged Site Plan (shows Marshall New Classroom Building)
3. Parking Plan (shows reconfiguration of existing parking to meet new program parking requirements)
4. 1st Floor Plan (includes typical learning lab configuration)
5. 2nd Floor Plan
6. Exterior Elevations
7. Architectural Rendering 1
8. Architectural Rendering 2

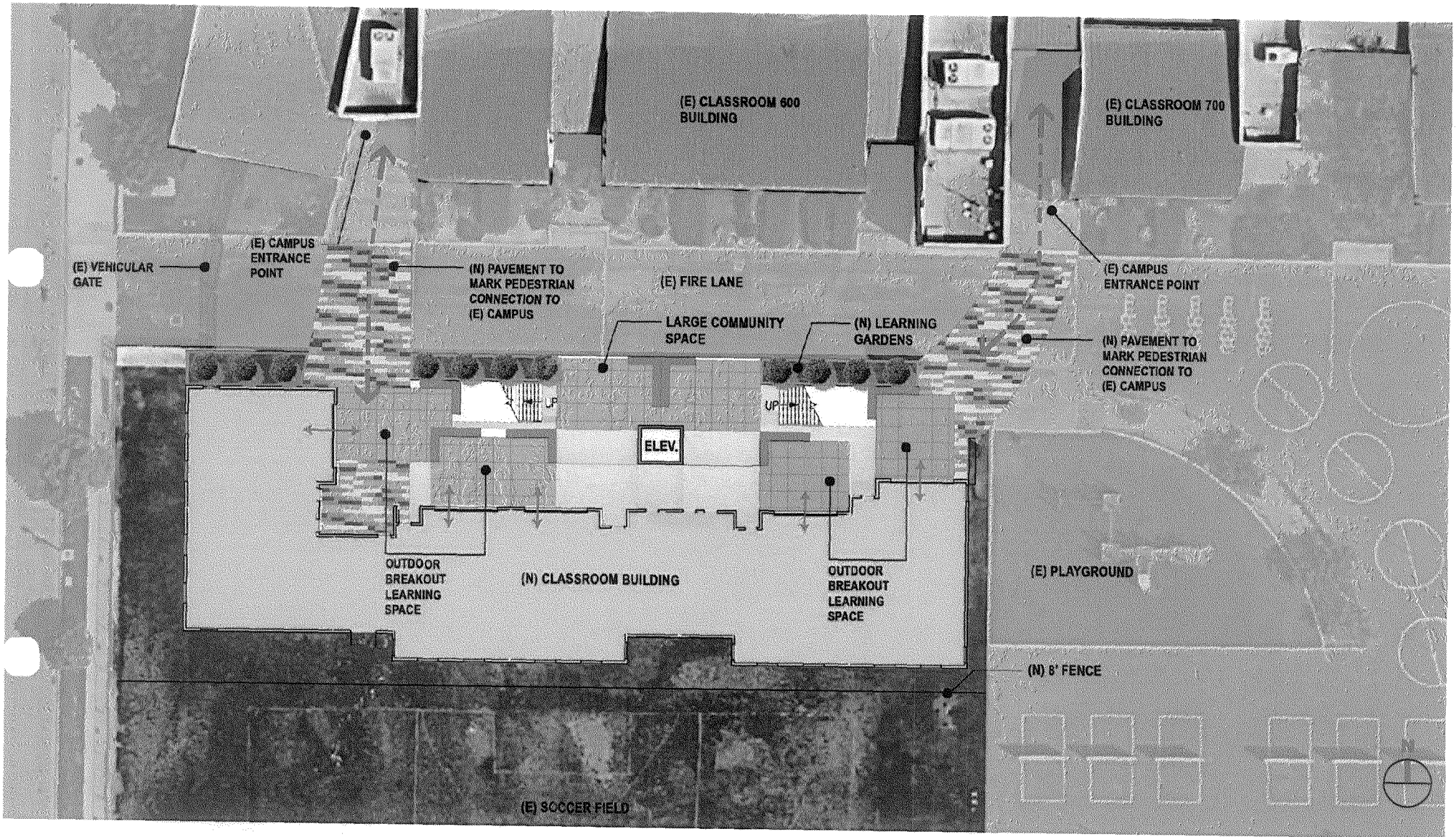


SITE PLAN

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

CFW CSDA DESIGN GROUP

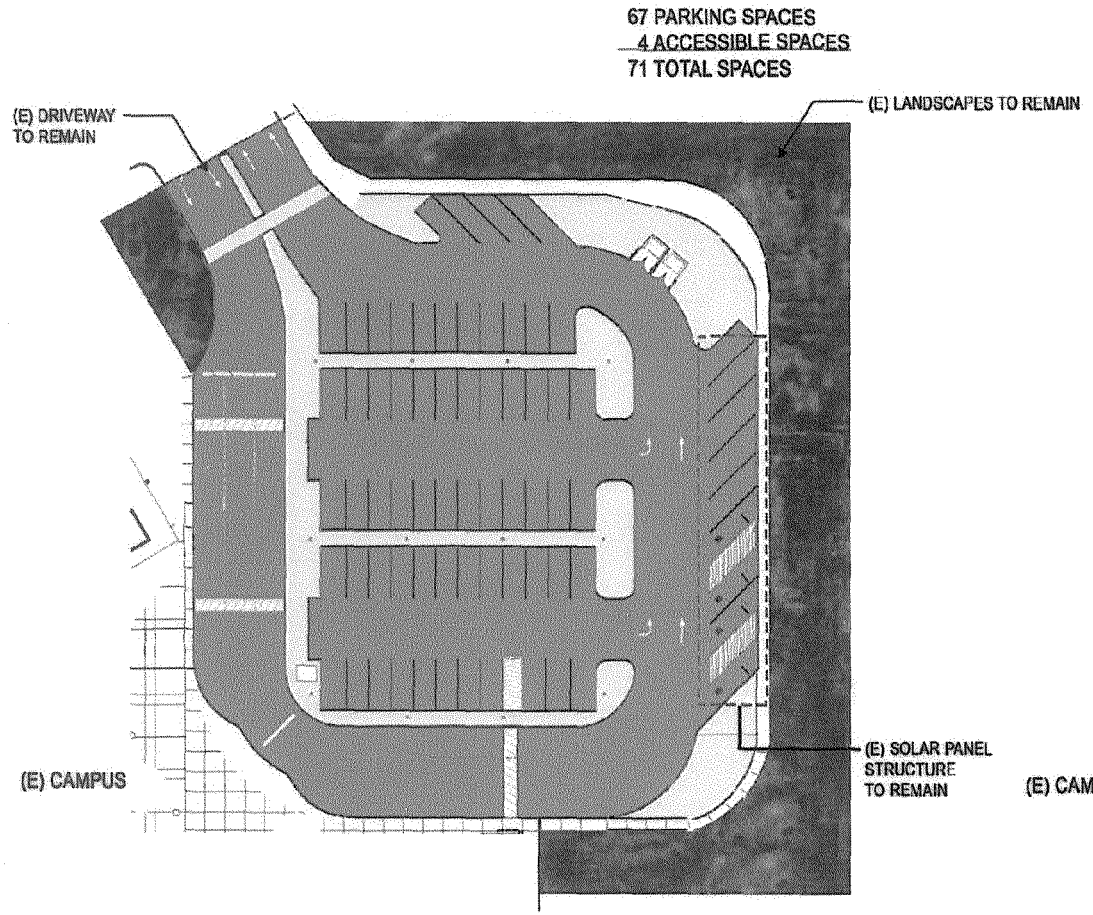


ENLARGED SITE PLAN

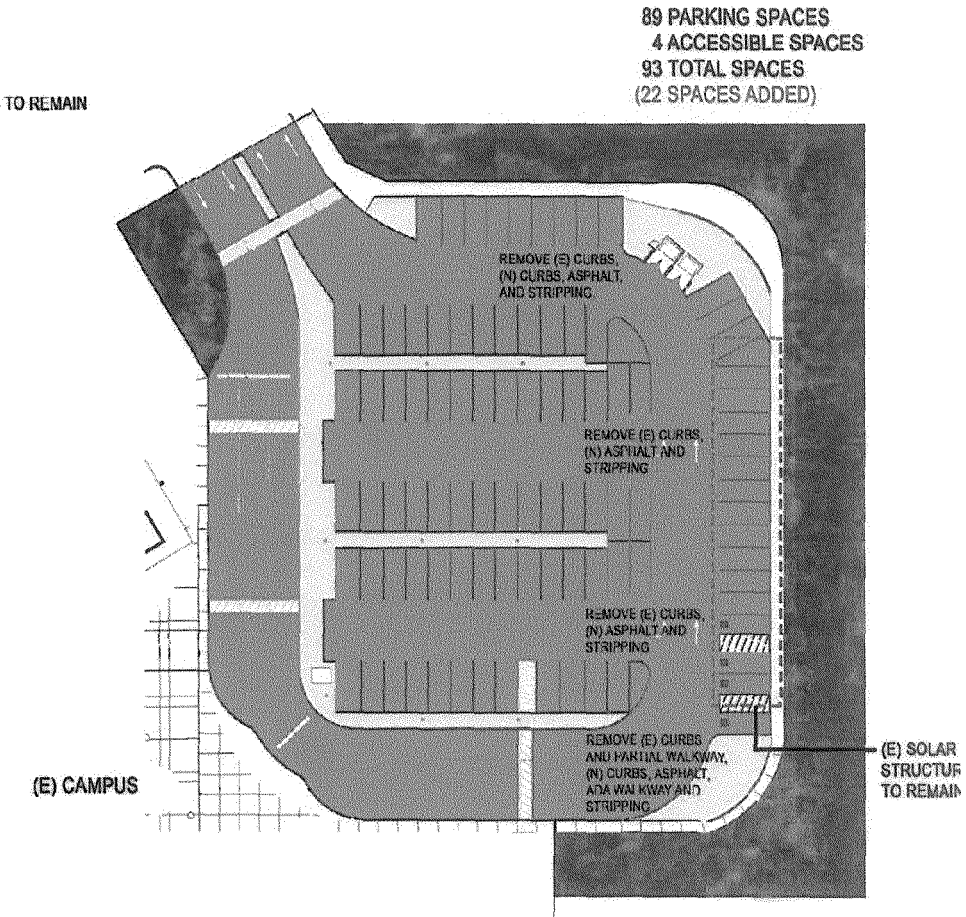
MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

CFW CSDA DESIGN GROUP



EXISTING PARKING LOT



NEW PROPOSED PARKING LOT

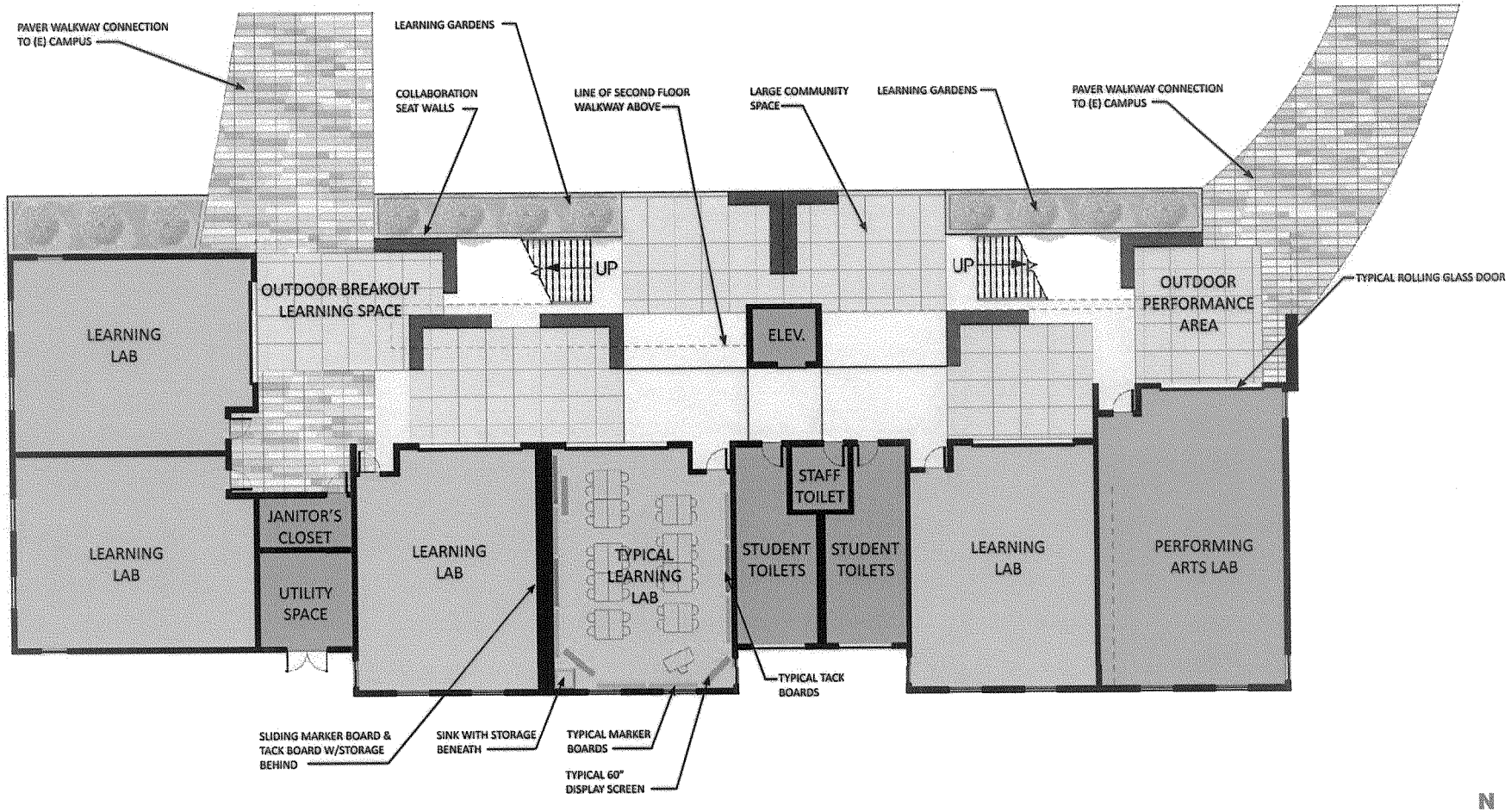
N

PARKING PLAN

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

CFW CSDA DESIGN GROUP



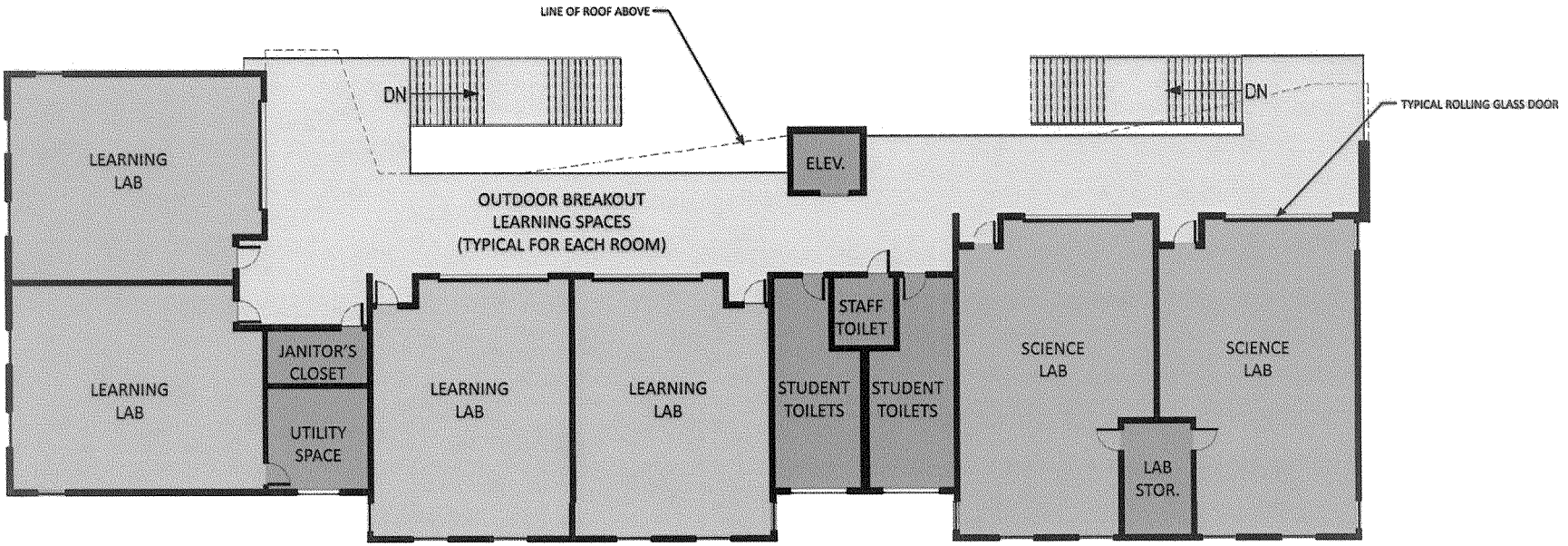
N

FLOOR PLAN - 1ST FLOOR

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

CFW CSDA DESIGN GROUP



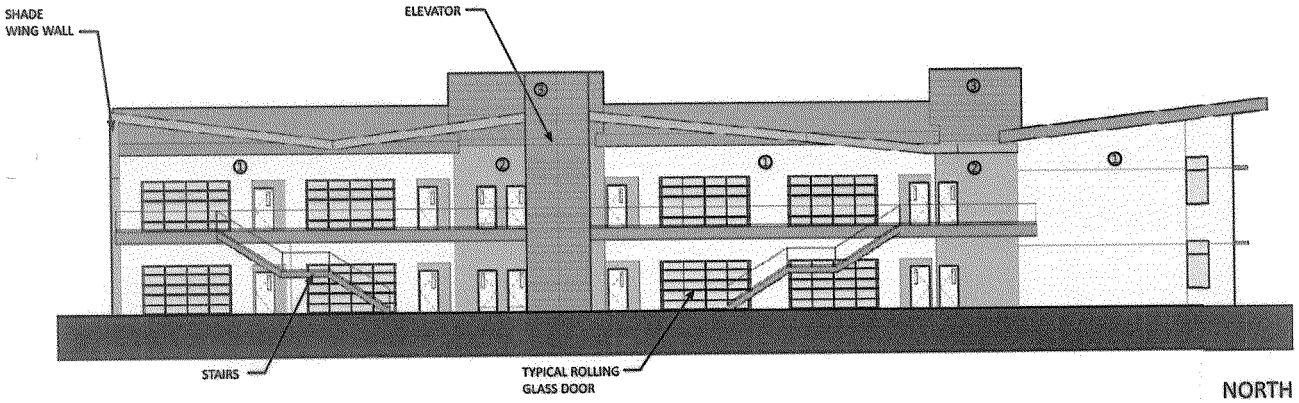
N

FLOOR PLAN - 2ND FLOOR

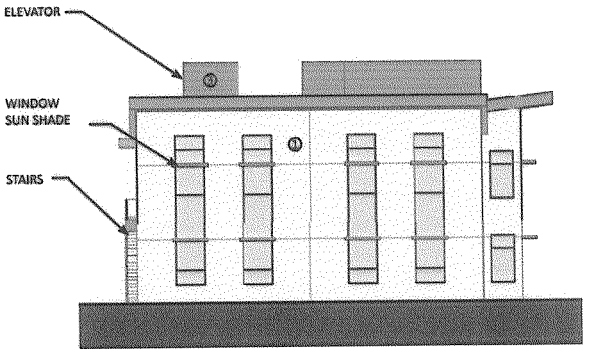
MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

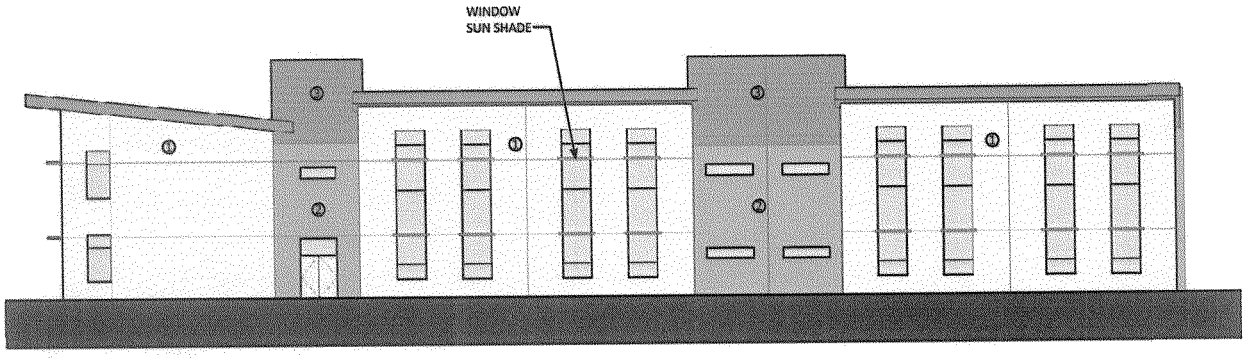
CFW CSDA DESIGN GROUP



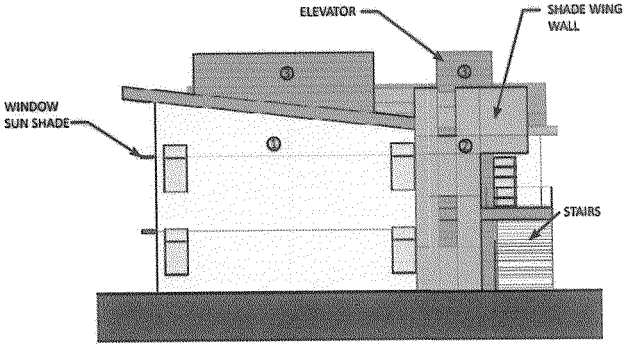
NORTH



WEST



SOUTH



EAST

① CEMENT PLASTER - COLOR 1
② CEMENT PLASTER - COLOR 2
③ METAL PANEL

EXTERIOR ELEVATIONS

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

CFW CSDA DESIGN GROUP

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

ARCHITECTURAL RENDERING 1

CFW Planning and Finance for Better Schools for California Students

CSDA DESIGN GROUP

ARCHITECTURAL RENDERING 2

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

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BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Janet Penanhoat Date of Meeting: January 16, 2019

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 _____

Approval and Adoption of the December 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Morales/Penanhoat/CFW)

At the December 12, 2018 regularly scheduled board meeting, the Board received the December 2018 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW at that meeting.

This update provides the twelfth semi-annual update to the Master Construct and Implementation Program ("Program") to the Oxnard School District ("District") Board of Trustees ("Board"). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last six-month update adopted by the Board in June 2018 and the time of this document's publishing in December 2018. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. The published plan and included recommendations are provided for Board consideration and adoption for implementation over the next six-month period.

FISCAL IMPACT

The Master Construct and Implementation Program includes the use of Measure "R" and "D" funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately $463.9 million. The increase is the result of projected State aid revenues. Proposed uses have been adjusted to provide previously Board-approved increases to current projects due to specific project construction needs and required professional services. Adjustments also include the proposed addition of the Driffill Kindergarten project to the Program and modernization improvements at McAuliffe and Ritchen elementary schools. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board.

RECOMMENDATION

It is the recommendation of the District's Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accept and adopt the December 2018 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

ADDITIONAL MATERIAL

Attached: December 2018 Semi-Annual Implementation Program Update Report (68 pages)

December 2018

OXNARD SCHOOL DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees

Prepared by:

Caldwell Flores Winters
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041

For:

Oxnard School District
1051 South A Street
Oxnard, CA 93030

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

District Administrators
Dr. Cesar Morales, Superintendent
Janet Penanhoat, Assistant Superintendent, Business and Fiscal Services
Dr. Anabolena DeGanna, Assistant Superintendent, Educational Services
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services
Letitia Austin, Chief Information Officer
David Fateh, Director of Facilities

TABLE OF CONTENTS

Table of Contents iii
Index of Tables iv
Index of Figures iv
Program Overview 5
1.1 Educational Program 5
1.2 Facilities Program 6
1.3 Funding & Sequencing 7
1.5 Recommendations 8
Educational Program 9
2.1 Educational Program Update 11
Facilities Program 15
3.1 Phase 1 Projects 15
3.2 Phase 2 Projects 20
3.4 Additional Modernization Efforts 27
3.5 Full-Day Kindergarten Facilities Grant Program 29
3.6 Recommendations 30
Program Funding & Expenditures 31
4.1 State Matching Grants 32
4.2 Developer Fees 43
4.3 General Obligation Bonds 44
4.4 ProGram Expenditure sto Date 47
Master Budget & Schedule 49
5.1 Adopted Master Construct and Implementation Program Budget 49
5.2 Revised Master Construct and Implementation Program Budget 52
5.3 Phase 1 Master Budget and Schedule 53
5.4 Phase 2 Master Budget and Schedule 54
5.5 Phase 3 Master Budget and Schedule 56
5.6 Phase 4 Master Budget and Schedule 56
6.7 Master Schedule 58
Recommendations 61
6.1 Conclusion & Recommendations 61
Exhibit A 62
Presentations, Workshops & Updates to the Board of Trustees 62

INDEX OF TABLES

Table 1: Summary Schedule 8
Table 2: Summary of Education Program Focus by Site 9
Table 3: Summary of Eligible Kinder Grant Program Facilities 30
Table 4: Submitted State Aid Applications as of July 31, 2018 34
Table 5: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program 35
Table 6: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program 35
Table 7: New Construction Eligibility: 50/50 Program 37
Table 8: Proposed Kindergarten Grant Applications 39
Table 9: Submitted State Aid Applications 41
Table 10: State Aid Applications in Progress 42
Table 11: State Aid Applications Pending DSA Approval 42
Table 12: Future State Aid Applications 43
Table 13: Bonding Capacity Analysis 45
Table 14: Historical Assessed Valuation 46
Table 15: Estimated Phase I and Phase II Expenditures to Date 48
Table 16: Adopted Master Construct & Implementation Program Budget 50
Table 17: Revised Master Construct & Implementation Program Budget 52
Table 18: Proposed Phase 1 Master Budget and Schedule (FY 2013-17) 54
Table 19: Proposed Phase 2 Master Budget and Schedule (FY 2017-20) 55
Table 20: Proposed Phase 3 Master Budget and Schedule (FY 2021-25) 56
Table 21: Proposed Phase 4 Master Budget and Schedule (FY 2026-29) 57
Table 22: Summary Schedule 59
Table 23: Projects Under Management 60

INDEX OF FIGURES

Figure 1: State aid Strategy 32
Figure 2: Estimated Timing and Sizing of Bond Issuances 47

SECTION 1

PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. ("CFW") is pleased to present the twelfth semi-annual update to the Master Construct and Implementation Program ("Program") to the Oxnard School District ("District") Board of Trustees ("Board"). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last six-month update adopted by the Board in June 2018 and the time of this document's publishing in December 2018. As in the past, the report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated master budget and schedule merges and integrates approved and proposed projects based on funds from the Measure "R" and Measure "D" bond programs and other local sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facilities Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

The District has continued to implement the academic Strand Focus and Academy programs previously approved by the Board at each of the schools. The goal of these programs is to increase student achievement by focusing on creating projects that require them to collaborate, communicate, and engage in problem solving to demonstrate mastery of the curriculum. The District's capital improvement program continues to invest in building 21st century learning environments that facilitate the implementation of effective and innovative teaching strategies that foster creativity, collaboration, communication, and problem-solving skills in all students through the use of educational technology tools and resources.

The District's priority to increase student learning has focused on the continuous improvement of instructional strategies and practices upon which to build 21st Century teaching and learning skills by building teacher capacity. The District has provided targeted staff development opportunities that have trained teachers on instructional strategies and practices for English Language Development, Dual Language Immersion, English Language Arts (both reading and writing) and Mathematic Instruction. The District continues to implement the practice of teachers engaging in strong collaborative groups to improve teaching and learning.

All schools in the District will continue to focus on improved student achievement. The K-5 Schools will continue to implement their Academic Strand Focus that was originally approved by the Board. The K-8 schools and the 6-8 Middle Schools will continue to implement their Academy designations as approved by the Board. Each school will continue to inform the Board on the status and progress of their Academic Strand Focus and Academy implementation on a periodic basis, including how they are using extra enrichment activities to support the academic programs.

In the spring of 2017, the District proceed to restructure the program for English Language Learners which included the DLI program, the Transitional Bilingual Program and the Structured English Immersion program. The Dual Language Immersion (DLI) program was expanded to nine schools, four K-5 and six K-8 schools. The District also changed the DLI model from a 90/10 and 80/20 to a 50/50 model. All other schools in the District provide an English only instructional program referred to as a traditional program. English Language Learner (ELL) students in the traditional program receive structured English immersion. The goal of the DLI program is to enable students to acquire academic proficiency in English and Spanish as well as to achieve mastery of grade level core content and performance standards. The goal of the structured English immersion program is to ensure that all students are proficient in English.

1.2 FACILITIES PROGRAM

Major progress of facilities projects over the last six-month period include:

- Continued construction of the second phase of the new Lemonwood K-8 school, including kindergarten classrooms, the administrative building, and parking area
- Completion of the new kindergarten/flex classrooms at Brekke, McAuliffe, and Ritchen K-5 schools with initiation of similar improvements at Ramona to be completed in the next period
- Continued construction of the new Elm K-5 school and the new Marshall grade 6-8 classroom building
- Completion of the Harrington Kindergarten Annex building and the continuing improvements to the fields at the Harrington K-5 elementary
- Initiation of the LAFCo land annexation process on the Doris/Patterson site to accommodate existing and future K-5 and 6-8 District enrollment
- Approval by the Division of the State Architect (DSA) for construction of the new Seabridge K-5 elementary

- Commencement of the McKinna K-5 reconstruction project
- Submittal to DSA for review and approval of the Rose Avenue K-5 reconstruction project
- Completion and review of the 2018 Facilities Modernization Assessment identifying proposed modernization improvements at Ritchen, McAuliffe, and Frank

In addition, the Board held three major sessions on the impact of the State SFP Program and the potential to optimize future funding to maintain, accelerate or expand Program facility improvements. In July, the Board was presented options to accelerate Program funding by increasing the amount of eligible applications for State aid funding of approved projects and the potential to expand the Program to accelerate modernization of eligible schools. In September, the Board was presented with an in-depth assessment for expanding the Program to include the modernization of three existing schools and the potential to participate in additional State funding for the new construction of extended day kindergarten facilities at four existing schools. In November, the Board was presented with the outcome of efforts to garner an additional $16.2 million in State grant applications for existing Program projects, the potential to proceed with SFP applications to expand the Program for the modernization of two existing elementary schools, and the opportunity to submit additional State aid applications for new construction of extended day kindergarten facilities at four school sites.

As a result of the above discussions with the Board, the following projects are proposed to be added to the Program:

- Construction of a new kindergarten facility at the Driffill K-8 school site
- Modernization of classrooms and support spaces at Ritchen and McAuliffe K-5 elementary schools

1.3 FUNDING & SEQUENCING

The Program includes the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Total sources of funding are anticipated to increase to approximately $463.9 million, based on increases in projected State aid revenues. Likewise, the combined total of expenditures and the recommended Program Reserve has increased to $463.9 million. Planned expenditures are projected to equal $422.3 million and Program Reserves are projected to increase to $33.6 million overall to accommodate expected increases in future program expenses. During this period, adjustments include proposed budget increases previously approved by the Board to current projects, including Elm, Harrington Kindergarten Annex, McKinna, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, Ramona, and Ritchen. Adjustments also include the proposed addition of the Driffill Kindergarten project to the Program. McAuliffe and Ritchen elementary school improvements are also proposed to accommodate their modernization, pursuant to the 2018 Facilities Modernization Assessment presented to the Board in September.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The State's delay in processing applications for Program reimbursements continues to delay the implementation of existing and future projects. The following summary schedule provides an overview of the updated proposed phasing for the Program.

Table 1: Summary Schedule

	Fiscal Year														
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Reconstruct:																
Harrington	*Complete*															
Harrington Kindergarten Annex	*Complete*															
Lemonwood																
Lemonwood Kindergarten Annex																
Elm																
McKinna																
Rose Avenue																
Marina West																
Construct:																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona																
Brekke	*Complete*															
Ritchen	*Complete*															
McAuliffe	*Complete*															
21st Century Modernizations:																
McAuliffe																
Ritchen																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																

1.5 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

SECTION 2

EDUCATIONAL PROGRAM

The adoption of the Program in January 2013 authorized and directed the reconfiguration of the District's educational program, along with corollary facilities improvements designed to further enable the educational mission. The goal was to enhance academic achievement and provide parents with a range of educational options for their children. The original reconfigured program provided K-5 and K-8 elementary schools and 6-8 middle school models. The K-5 schools offered an Academic Strand Focus, the 6-8 Middle Schools became Academies, and the K-8 schools offered the Dual Language Immersion (DLI) program with the intent of providing a program in which students would receive 9 years of language instruction in English and Spanish. The District also included an educational program focus that provides an extended day kindergarten program and academy programs for 6-8 and K-8 schools, and an academic theme focus at the K-5 level, as summarized below.

Table 2: Summary of Education Program Focus by Site

School	6-8 Academy
Frank	Marine Science and Engineering and Robotics Academy
Fremont	Environmental Science and 3-D Design Academy
Haydock	Visual and Performing Arts and Environmental Science Academy
Doris/Patterson	To be determined

School	K-8 Academic Strand Focus
Driffill	The School of Environmental Science and Global Awareness
Chavez	Academy of Literacy, Communication Arts, and Technology
Curren	EYES Academy: Enriching Youth via Environmental Studies
Kamala	Academy of the Arts and Technology
Lemonwood	School of Communications through Art and Technology
Soria	TeAl Academy: Technology, Arts, and Language

School	K-5 Academic Theme Focus
Brekke	The School of Science & Inquiry
Elm	The School of Environmental & Life Science and Math
Harrington	Environmental Sciences and the Arts
Marina West	School of Environmental Science & Creative Arts
Marshall	School of Visual & Performing Arts
McAuliffe	STEAM
McKinna	School of Multi-Media
Ramona	School of Environmental Science
Ritchen	The School of Science and Technology
Rose Avenue	The School of Science & Wellness
Sierra Linda	The School of Health & Art
Seabridge	Oceanography and Math
Doris/Patterson	To be determined

Following approval of the educational program in 2013, the District began working to determine the Academic Strand Focus for K-5 schools and Academies for the 6-8 middle schools. Academies at the 6-8 middle school were established in June 2013 and were further refined over the next two years. By the spring of 2014, each of the K-5 schools had selected an Academic Strand Focus designed to support students in the early educational years for matriculation into the academy programs at the middle school levels.

During the first year of reconfiguration, the K-8 schools implemented the Dual Language Immersion (DLI) program. During the second year of reconfiguration, each of the schools selected an Academy theme as well. The Academy programs were implemented in parallel with the DLI programs and all students, regardless of the language of instruction, received the academy instructional offerings.

In the spring of 2017, the District restructured the program for English Language Learners which included the DLI program, the Transitional Bilingual Program and the Structured English Immersion program. The Dual Language Immersion (DLI) program was expanded to nine schools, four K-5 and six K-8 schools as follows below:

K-5 Schools	
Elm	McKinna
Ramona	Harrington
K-8 Schools	
Lemonwood	Curren
Chavez	Driffill
Kamala	Soria

The District also changed the DLI model from a 90/10 and 80/20 to a 50/50 model. All other schools in the District provide an English only instructional program referred to as a traditional program. English Language Learner (ELL) students in the traditional program receive structured English immersion scaffolding. The goal of the DLI program is to enable students to acquire academic proficiency in English and Spanish as well as to achieve mastery of grade level core content and performance standards. The goal of the structured English immersion program is to ensure that all students are proficient in English.

2.1 EDUCATIONAL PROGRAM UPDATE

In August 2018, the District hired a new Assistant Superintendent for Educational Services who remains committed to the Academic Strand Focus initially adopted by the Board (i.e., K-5 Academic Strand Focus, K-8 Academies and DLIs, and 6-8 Academies). A comprehensive initiative has been undertaken with the purpose of strengthening curriculum and instruction, improving instructional practices, building capacity, supporting student learning, and developing a deeper understanding of the Common Core Standards (CCSS) and Next Generation Science Standards (NGSS). This work has begun with the K-1 DLI teachers by providing training on the mapping of the K-1 CCSS and NGSS standards, understanding the essential questions of the standards so as to gain a deeper understanding of each of the standards, and developing units designed to teach the essential learnings. The DLI teachers in grades K-1 are piloting the units developed and rewriting them as necessary.

Over the next six months, the District plans to expand this work to all teachers in grades K-5. Grade level teams will be created to develop research-based curriculum units that include an essential question as a guiding principle and align the essential question with the NGSS and CCSS for reading, writing and math as well as the English Language Development (ELD) standards. These units are critical to creating a focused and intentional approach to improving student performance and achievement, building the capacity of teachers and principals and ultimately building a high-performance school district. This work will be coupled with the work of the integrated units for the Academic Strand Focus and the Academy programs.

2.1.1 CREATING 21ST CENTURY LIBRARY MEDIA CENTERS

As a part of the reconfiguration plan, the District has elected to build facilities that support or improve the educational program at each of the schools. To that end, each modernized or new school will have a Library Media Center with Makers Rooms to accommodate their changing role as the demands for education are changing to meet the needs of the workers in the 21st Century. In his 2011 book titled The New Learning Commons, David Loerstcher, et.al describes the new role of libraries as that of "learning commons"; the libraries are no longer limited to the circulation of books. School libraries should now be the hub for students to be empowered with 21st Century skills such as the four C's – critical thinking, communication, collaboration, and creativity skills. They are now considered a place where utilizing an integrated approach to teaching and learning facilitates innovative and effective practices that empower students to learn, think critically, communicate effectively, work collaboratively with peers, and become creative in their approach to analyze information and solve problems.

Because of this new focus and use of Library Media Centers, they are the ideal place for "Maker education" in which students learn by exploring, building, trying and fixing projects that require critical thinking, communication, collaboration and creativity skills. There is a growing body of research that emphasizes the relationship between physical activity and brain functions. These studies indicate that physical activity stimulates mental and emotional connections which tend to increase learning. The Maker education spaces incorporated into the library media centers allow for students to engage in learning by doing, enhancing the learning process through experience and interaction which is an approach that enables students to create long lasting memories and retain learning.

At the Jackson Hole TED talk in 2016, presenter Jenny Cardin discussed Edgar Dale's research about the learning process, which states that people remember roughly 10% of what they read and 90% of what they do. Hands-on experiences provide students an opportunity to use their senses, enrich their experiences, and make those experiences memorable. Hands-on and minds-on learning enhances student learning, allowing them to master valuable skills, become designers of their learning and develop a growth mindset. Elm and Lemonwood school libraries as well as future schools are intentionally designed to include makerspaces to support the District's Academic Strand Focus and Academy educational programs to improve student performance and achievement. Maker education creates dynamic learning driven environments where the possibilities for learning are endless and students have an opportunity to create, modify, tinker, design, hack, fix, invent and make.

District staff is in the process of learning how to optimize and leverage the unique design of the Library Media Centers at Elm and Lemonwood Schools in order to better understand how these new facilities support their Academic Strand Focus and Academy programs. Elm and Lemonwood schools will have access to library media centers that each exceed 3,000 square feet, featuring an open flexible floorplan, designated makerspaces and study rooms for small group instruction. The design and furnishings intentionally provide a floorplan for creating learning environments that inspire and engage students.

2.1.1 VISUAL AND PERFORMING ARTS

To support the Academic Strand Focus and the Academy programs at the school sites, piano labs are placed at each of the new K-5 schools. At the middle schools, rooms designated for the Visual and Performing Arts are being built to support the Academy at the school. Haydock Middle School and Harrington Elementary School each have a piano lab in which students learn to play the piano. Teachers report that students enjoy playing piano and have shown an aptitude for keyboarding. According to the piano teacher at Haydock, many students choose to spend their free time either before or after school practicing their piano. Students are making good progress learning to play piano and are now transferring the music skills into other academic areas as mathematics, science and language arts. At Haydock, for example, science students are now studying sound, how it travels and how you can make changes. They are using this information for drama and musical productions.

The piano lab facilities will continue to be expanded into all K-5 schools while grade 6-8 middle schools will implement other arts programs such as chorus, strings, acting, instrumental music, etc. For instance, the new Elm School will have a piano program starting in the new 2019-20 school year while at the

completion of Marshall Middle School new classrooms, there will be a specific room for the school to implement the Visual and Performance Arts Academy by adding a music program where students in grades 6-8 will learn to play instruments, perform in plays, sing in a choir, paint and draw. By providing the appropriate facilities, the District is able to advance arts education and provide students opportunities to develop new passions and express their creativity through the arts.

These programs are supported by the research that suggest that learning to play an instrument, sing, dance, act, draw, and paint increases cognitive activity in the brain, makes new neurological connections, rewires the brain and expands intellectual capacity. According to a study by the Wallace Foundation, "the skills, practices, pursuits, and habits of mind that students gain through sustained encounters and engagement with high-quality experiences in the arts can promote the kind of intellectual growth that we value throughout their school years and beyond." The value of arts education and allocating sufficient resources to initiate and sustain art programs will likely enrich the lives of students and inspire them to create and innovate.

2.1.3 SPECIAL EDUCATION

The District's educational program also include the Special Education program and the facilities needed to provide the education these students need. Over the last six months, an in-depth review was conducted of the Special Education facilities to ensure that there were adequate facilities to meet the educational needs of the students. Currently, there are 305 (1.9% of the total student population) students in the District in the mild to moderate category. Students with this profile do well in general education classrooms with the greatest amount of mainstreaming into the regular education program as possible. There are 131 (.08% of the total student population) students with a moderate to severe profile. These students need a facility that is larger than 960 square feet and has an accessible restroom/changing rooms to meet the needs of their severely handicapping conditions. There are 22 deaf and hard of hearing students that require a general education classroom that is equipped with sound amplification systems. A best practice is to place deaf and hard of hearing students in clusters of classrooms at one school site to provide a "deaf community" in which the students and families have each other for support.

The mild to moderate students are placed in general education type classrooms at various schools in the District. There are currently enough classrooms to meet the needs of this student population. An analysis of the number of classrooms needed for moderate to severe special education students was conducted in September 2018. A classroom that meets the needs of the moderate to severe students is 1350 square feet with a restroom accessible from the main classroom area. These classrooms are referred to as "severely handicapped" classrooms by the California Department of Education (CDE). It was determined that 16 severely handicapped classrooms are needed to meet the enrollment of moderate to severe students in the District. There are 18 severely handicapped classrooms in the District, thus meeting the need for these facilities. However, there are not enough of the severely handicapped classrooms at some of the schools to meet the demand for both TK-K and moderate to severe students. It was determined that the schools that have the moderate to severe students will not have TK classrooms. The TK students

will attend school at another location. The deaf and hard of hearing students are grouped into two classrooms at Marshall and will remain in this location.

2.1.4 NEXT STEPS

The Assistant Superintendent of Educational Services will oversee the renewed effort to move the Academic Strand Focus and Academy programs forward. Every school has units developed for their Academic Strands Focus or their Academy. These units will be gathered into a central location, reviewed for rigor and alignment with the CCSS and NGSS. In some cases, the integrated units will be refined as a part of the work of mapping out the standards. In other cases, new integrated units will be written as a part of the ongoing effort to increase the rigor in the educational program. Schools will continue to add elective courses and enrichment opportunities where appropriate to support their Academic Strand Focus and Academies.

Work will continue with the District's leadership team to apply and institutionalize practices that create high performing collaborative teams: to learn from each other, to see best practices in action and to receive feedback on how to improve their schools. Principals have been placed into groups and assigned a District office staff person to each group. The groups will meet once a month at one of their schools. They will visit classrooms together to determine if the staff development is being implemented in the classroom as well as to develop a common understanding of what rigor should look like during instruction. Feedback will be provided to principals as to the level of implementation of the staff development and rigor of instruction in the classroom.

The principals will then work with their staffs to create collaborative teams at each of the sites as these practices have proven to foster a school culture wherein teachers team up and commit to be critical thinkers, collaborators, and communicators. The focus of the collaboration is on improving student achievement by reviewing what the students have learned as reported on the benchmark assessments (formative assessments) and what the students need to learn. Instruction is then proposed to be delivered based on what the student most needs.

The District will continue to use the Smarter Balance Assessment System (SBAC) standardized interim benchmark assessments designed to measure and evaluate progress in student performance and to monitor student progress throughout the year. Data will be collected and analyzed after each assessment to identify academic strengths as well as deficiencies. The information will be used to develop an action plan outlining measures to improve instructional practices and support students in meeting CCSS and NGSS standards. Data provides staff with the needed information to differentiate and design lessons based on the academic needs of students as well as execute targeted instruction. The District recognizes that data driven instruction has proven to improve student performance and generate gains in student achievement. Throughout this process, the Board will receive periodic updates as to overall progress.

SECTION 3

FACILITIES PROGRAM

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented as are proposed adjustments to the budget and timeline and sequencing of State aid applications. These components are then carried over for further consideration in the following Master Budget, Schedule and Timeline recommendations later in this report.

3.1 PHASE 1 PROJECTS

All Phase 1 facility improvements for the combined Master Construct and Improvement Program are either completed, under construction, or approved by the DSA, pursuant to the Basic Plan. Phase 1 projects that have been completed include the acquisition of the Seabridge K-5 elementary school site, upgrades to kindergarten and science labs across eight school sites, reconstruction of the Harrington K-5 campus and Kindergarten Annex, and construction of the main classroom building and multipurpose facilities at Lemonwood. Projects underway include the completion of the Lemonwood kindergarten and administrative facilities, reconstruction of the Elm K-5 campus, and completion of the new grade 6-8 building at Marshall school.

3.1.1 LEMONWOOD RECONSTRUCTION AND KINDERGARTEN ANNEX

Construction of the new Lemonwood K-8 school is planned over two construction phases to minimize disruptions to the ongoing educational program. The Phase 1 construction of the Lemonwood project commenced in May 2016 and was occupied by students and staff, as planned, in February 2018. It consists of the main classroom facility and the multi-purpose building, some of which is currently used as interim administrative space until completion of the remaining Phase 2 Lemonwood improvements.

Phase 2 construction began in March 2018 and is planned to be completed in April 2019. Phase 2 improvements include completion of the new kindergarten facilities and administration building. As of November 2018, the building envelope for both structures has been substantially completed. Cement plaster and corrugated metal exterior finishes are in place, and the windows have been installed. On the interior, building utilities have been distributed throughout the structures, gypsum wallboard has been hung and joints have been taped. Sitework is in progress, including the forming of concrete curbs for the new parking lot.

Once construction is complete, kindergarten students and teachers, and administrative staff, will move into their new facilities, currently contemplated in May of 2019. Transition planning for the move has begun, with ongoing meetings taking place. The transition plan covers teacher training on elements that

make up the 21st century classroom space, including technology, multiple TV monitors to display educational content, floor to ceiling markerboards and tackboards, and mobile, flexible classroom furniture.

Lemonwood Elementary School Construction Progress – November 2018

The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus into six "Flex Classrooms" for enhanced kindergarten, transitional kindergarten, or special day class programs as may be required by the District. Construction plans were approved by DSA in January 2017, and construction of the project is expected to be undertaken at the end of the next six-month period upon completion of the Phase 2 improvements. At this time, operation of the facility by the District is anticipated to be available in January 2020.

Three reimbursement funding applications have been filed with the OPSC for approximately $15.1 million in projected SFP grant funding based on estimated pupil grants and site development costs. A new construction application was filed in June 2017 for approximately $12.5 million that utilized 939 new construction pupil grants and a subsequent $770,700 modernization application was filed in May 2018 to be used toward new construction under the "Like for Like" provisions of the SFP. In order to further expedite the use of State aid funding, an additional new construction application for $1,902,746 was submitted in July 2018 under the "use of grants" provisions of the SFP program to allow additional new construction grants to be applied towards this project. These applications are pending OPSC review and approval.

The Lemonwood project is proceeding under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders totaling approximately $32.1 million to date. There are no proposed amendments to the Master Budget at this time.

Over the next six months, construction and planning for the final student and staff transition into the permanent kindergarten and administration buildings will continue. Planned construction activities include placement of interior finishes, such as flooring, markerboard and tackboard wall surfacing and ceiling grid. Finish electrical, mechanical, plumbing and audio-visual work, such as placement of plumbing fixtures, lighting, outlet covers, ceiling registers and TV monitors, will also take place. The new school parking lot will be finished, concrete paving and site fencing will be put in place, and finally, landscaping and irrigation will complete the sitework.

3.1.2 ELM RECONSTRUCTION

The multi-phase Elm Reconstruction project includes the Phase 1 construction of four new buildings including a two-story classroom wing, kindergarten classrooms, and multipurpose and administration facilities. The Phase 2 of construction includes demolition of the existing school and creation of the new school play field area. Phase 1 construction began in February 2017 and is planned to be completed by December 2018 and occupancy by the District in February 2019. The second phase is planned for completion in June 2019 with District occupancy when school opens in the fall.

The two-story classroom, kindergarten, and administration buildings have all exterior finishes completed, including cement plaster, roofing, doors and windows, and exterior lighting. On the interior, all gypsum wallboard has been installed, finished and painted. Plumbing fixtures have been installed in the restrooms, and tile placement is complete. The ceiling grid and all mechanical ductwork is in place. Sliding markerboards and cabinets are currently being installed. Flooring, lighting, and final ceiling finish were all installed in November. The new school parking lot has been completed and the courtyard at the classroom building is currently being prepared for concrete.

The multipurpose building exterior cement plaster and roofing have been completed. Windows and doors are currently being placed in the facades. At the interior, gypsum wallboard has been installed and is being taped and finished. Quarry tile has been placed on the kitchen floor, and the kitchen exhaust hood has been installed. Mechanical and electrical rough-in was completed in October.

New Elm School Construction Progress – November 2018

The Board approved the Lease Lease-Back agreement for a GMP construction contract in December 2016 for approximately $23.3 million and increased this amount by $925,000 at the last six-month period for projected City requirements. Two change orders have since been approved by the Board for the project to accommodate City requirements for off-site and corresponding on-site facilities of $800,022 and $886,870, correspondingly for sewer and waste and storm water system improvements, plus related on-site underground utilities. These change orders have adjusted the total project cost to approximately $30.7 million, requiring a recommended net increase adjustment to the overall budget of $761,892.

Approximately $9.6 million in reimbursement applications have been filed with the OPSC for the Elm project based on estimated State aid pupil grants and estimated site development costs. New construction

grant applications were submitted in April and July 2018 totaling approximately $9.3 million based on a total of 672 standard pupil and 13 SDC pupil grants. An additional modernization application of approximately $330,300 was submitted in July on behalf of existing portable classroom eligibility for the project to be used toward new construction under the "Like for Like" provisions of the SFP. Approximately $990,900 is projected to be available in July 2019 in additional eligibility once additional portable classroom eligibility becomes available. Based on this proposed strategy, approximately $10.6 million is estimated to be garnered in State reimbursement funding toward this project. These applications are pending OPSC review and approval.

Over the next six months, construction activities will be finished at the classroom, kindergarten, multipurpose and administration buildings. Campus sitework, excluding the playfield, will also be completed. Demolition of the old school will have occurred, and the new playfield will be nearing completion. Anticipated construction milestones during this period will include completion of the interior finishes and audio-visual components of the classrooms, site hardscape and landscape, and demolition of the old school.

Once construction is complete, kindergarten students and teachers, and administrative staff, will move into their new facilities which is currently contemplated in February 2019. Transition planning for the move has begun, with ongoing meetings taking place. The transition plan covers teacher training on elements that make up the 21st century classroom space, including technology, multiple TV monitors to display educational content, floor to ceiling markerboards and tackboards, and mobile, flexible classroom furniture.

3.1.3 MARSHALL NEW CLASSROOM BUILDING

A new two-story 12 classroom building is under construction at Marshall Elementary School to meet interim 6-8 grade level capacity until a new middle school is constructed and to provide Marshall with additional classrooms and a long-term K-8 educational program option. Construction commenced in September 2017 with an estimated 66 percent of the scope of work completed to date. The first floor of the building has been framed, electrical and audio-visual system conduits and boxes have been installed and second floor walls and balconies are currently being framed. Improvements to the school parking lot are complete, and the new building has been connected to permanent power. Construction was scheduled to be completed by February, although DSA inspections have delayed the project and a new schedule is currently under review.

Marshall New Classroom Building Construction Progress – November 2018

The Marshall New Classroom Building project is proceeding under a Lease Lease-Back agreement approved by the Board in August 2017 with a Guaranteed Maximum Price (GMP) construction contract and approved change orders to date of approximately $9.1 million. There are no proposed amendments to the Master Budget at this time.

In November 2017, a new construction application for $4,194,344 was filed with the OPSC for reimbursement for project improvements utilizing 316 new construction pupil grants and estimated site development costs. In order to accelerate State aid funding, an additional "use of grants" application for new construction was submitted in July based on the use of 80 additional State aid pupil grants for $957,376 in additional funding. In total, approximately $5.2 million is estimated to be garnered in State funding for the project based on the above approach. These applications are pending OPSC review and approval.

Over the next six months, CFW and the District will continue to develop and implement a transition plan with staff, teachers and team members for the opening and operation of the District's latest K-8 school. In addition, construction will continue to be monitored and coordinated. Anticipated construction milestones during this period will include completion of the framing, roofing, and exterior envelope including windows/doors and exterior finishes, and installation of interior finishes along with electrical, mechanical, audio visual and plumbing systems for the classrooms and building.

3.1.4 HARRINGTON KINDERGARTEN ANNEX PROJECT

The Harrington Annex project includes the renovation of the three buildings of the original Harrington school to provide long-term flexible classroom facilities to serve long-term kindergarten/transitional kindergarten programs. Four classrooms that meet kindergarten requirements were renovated and the site was provided with improved playground areas. Construction commenced in September 2017 and was completed in August 2018.

The Harrington Kindergarten Annex project is proceeding under a Lease Lease-Back agreement approved by the Board in September 2017 with a Guaranteed Maximum Price (GMP) construction contract and approved change orders to date of approximately $2.59 million. A recommended budget adjustment of $489,164 is proposed to accommodate a previous Board approved change order to increase scope to relocate and renovate two existing portable buildings on the site for incorporation into the program.

Harrington Kindergarten Annex Construction Progress – November 2018

In May 2018, an application for reimbursement funding was filed with the OPSC totaling approximately $596,040 in estimated State aid modernization grants and estimated site development costs. The application is pending OPSC review and approval.

3.2 PHASE 2 PROJECTS

Phase 2 projects are well underway. The new elementary and middle school site at Doris Avenue and Patterson Road has been purchased, the Final Environmental Impact Report completed and approved, and the Ventura County Local Agency Formation Commission (LAFCo) annexation process initiated. The kindergarten/flex classroom projects at McAuliffe, Ritchen, and Brekke elementary schools have been completed, with Ramona to soon follow. Construction of the McKinna K-5 elementary project is underway, and reconstruction plans for the new Rose Avenue K-5 school submitted to DSA. DSA approval of the new Seabridge K-5 school construction has been received, and the process for completion of a coastal permit from the City of Oxnard initiated. In addition, the modernization of McAuliffe and Ritchen Elementary schools and the construction of the Driffill Kindergarten project is proposed based on existing State aid eligibility for grant funding in lieu of proceeding with the design and construction of the Driffill Multipurpose Room project. The latter is proposed to be move for construction into Phase 4 and constructed once additional State aid is received.

The following sections provide further detail on the status of Phase 2 projects summarized above and expected outcomes over the next six months.

3.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

The McKinna Elementary School Reconstruction project consists of a new two-story classroom building, library and administration space, a multipurpose room, playfields and hard courts, and support spaces, including new parking. Once completed, the older structures will be demolished and new play fields and remaining support facilities will be constructed in their place. The project received DSA approval in March 2018 and commenced construction in July 2018. The groundbreaking ceremony for the school occurred in mid-October, which was well attended by current and past Board members, District Administrative staff, teachers, principals, students and parents.

Construction activities to date include grading and compacting the project site, bringing underground utility mains to the five new buildings which comprise the new campus, and trenching and placement of rebar for building foundations. Framing work for the first floor started in October, as did the excavation of underground utility trenches for sewer, domestic water, electrical, and fire water services.

The McKinna Reconstruction project is proceeding under a Lease Lease-Back agreement awarded in July 2018 with a Guaranteed Maximum Price (GMP) construction contract totaling approximately $28.3 million. A recommended budget adjustment of approximately $5,051,042 is proposed to the Master Budget to accommodate the Board approved GMP since the June 2018 update.

Ground-Breaking Ceremony of McKinna School – October 2018

Reconstruction of McKinna School – November 2018

Three reimbursement funding applications have been filed with the Office of Public School Construction (OPSC) totaling approximately $11.5 million in estimated grant funding. Two applications for new construction were filed with OPSC in July 2018 totaling approximately $11.0 million utilizing a combined total of 758 standard pupil and 35 SDC pupil grants. An additional modernization application of approximately $440,400 was submitted in July on behalf of existing portable classroom eligibility for the project to be used toward new construction under the "Like for Like" provisions of the SFP. These applications are pending OPSC review and approval.

Over the next 6 months construction milestones include pouring of the concrete footings and slab on grade, steel erection, framing of the building walls and roofs, and rough-in of the building utilities, including electrical, mechanical, plumbing and audio-visual.

3.2.2 SEABRIDGE NEW CONSTRUCTION

The Seabridge K-5 School project consists of a new two-story classroom building, library and administration space, multipurpose room, playfields and hard courts, and support spaces, including parking to accommodate 630 students. The Seabridge project received DSA approval for construction in in October 2018. At this time, the District is proceeding with the City of Oxnard for necessary approvals given the project's previous consideration by the Coastal Commission.

Approximately $14.6 million in two new construction applications have been filed with the OPSC for the Seabridge project based on 643 standard pupil and 13 SDC pupil grants, estimated site development cost, and land acquisition reimbursement. Over the next six months, the team will continue to coordinate with the City of Oxnard and other parties to receive approval and move forward with construction. It is projected that the Seabridge project can reach approval among all parties in the spring of 2019 and negotiate and finalize the GMP contract for Lease-Lease Back construction activities by the end of the fiscal year. No budget adjustments are proposed at this time.

3.2.3 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a new two-story classroom building, library and administration space, multipurpose room, playfields and hard courts, and support spaces, including parking to accommodate 750 students. The project is designed to accommodate "hardship" facilities funding requiring the phased construction of classrooms, followed by support facilities, and the eventual demolition and replacement of the existing facilities with fields and hard courts. If additional local funding becomes available, the project would be constructed in a similar fashion as the rest of Phase 1 school replacement projects.

Plans were completed and submitted to DSA in September 2018 and are currently under review by DSA for approval. Over the next six months, the team will continue to monitor DSA and CDE review. No budget adjustments are proposed at this time and will be next reviewed at the time of DSA approval.

DSA and CDE approval is anticipated over the next six-month period. Upon receipt of CDE and DSA approval, three funding applications will be submitted to the OPSC. Two of the applications will be for new construction grants utilizing a total of 758 standard pupil and 35 SDC pupil grants. These two applications are estimated to garner approximately $21.8 million from pupil grants and estimated site development costs, based on financial hardship funding from the State SFP for new construction. An additional modernization application of approximately $550,500 is anticipated to be submitted on behalf of existing portable classroom eligibility for the project to be used toward new construction under the "Like for Like" provisions of the SFP for similar financial hardship funding.

In total, approximately $22.4 million in financial hardship applications are proposed for Rose Avenue. However, the recent depletion of the Prop 51 authorization for new construction funding may delay this project until additional State voter approved authorization is provided as the State aid program does not provide reimbursement funding for financial hardship projects. Otherwise, the District would need to revert to the more traditional local match program where additional local funds are identified and used to construct the facility and seek reimbursement from the State as additional SFP funding becomes

available. State aid eligibility will continue to be monitored and the Board kept abreast of any significant developments that may impact State aid funding for this project.

3.2.4 DORIS/PATTERSON NEW CONSTRUCTION

The District has proceeded with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1200 student 6-8 middle school facility, plus the ability to accommodate a District administrative center. In March 2018, the District completed the final Environmental Impact Report (EIR) for the project and filed the required notices of completion for the Final EIR, pursuant to the California Environmental Quality Act. Land acquisition efforts were completed in April 2018.

The project requires annexation into the City of Oxnard, pursuant to the Ventura County Local Agency Formation Commission (LAFCo) approval of several changes of organization, collectively called reorganization. In order to be considered for annexation, the District must apply through the City of Oxnard. Since the last six-month report, the District has initiated the process to prepare the pre-application required by the City of Oxnard to begin the annexation process which consists of a project description and a conceptual site plan depicting the three facilities to be sited. It is anticipated that the pre-application will be submitted to the City in December 2018 followed by anticipated District staff and local agencies and City representatives meetings to provide further clarification regarding the project as needed. Depending on the availability of staff at the City and relevant local agencies to review the pre-application, consideration of the pre-application for approval by the City Council is anticipated for early 2019. Following approval of the pre-application, the District and the City will embark on the formal process to complete the joint application to LAFCo. It is estimated that the final application to LAFCo will be completed in summer 2019.

3.2.5 NEW KINDERGARTEN/FLEX CLASSROOM FACILITIES

The District has elected to proceed with the construction of three new modular kindergarten/flex classroom to support the District's transitional kindergarten (TK), kindergarten, and Special Education programs at McAuliffe, Ritchen, Brekke and Ramona Elementary Schools. Each project includes the construction of two 1,120 square foot modular Kindergarten/Flex classrooms along with support spaces to meet a required minimum program square footage specification required by the District and State.

In June 2018, construction started at Brekke, McAuliffe, and Ritchen with substantial completion having been achieved at all sites by November. At Ramona, DSA permitting issues with former projects at the site delayed the start of construction until October, with substantial completion now anticipated in February 2019. Occupation of the Brekke, McAuliffe and Ritchen buildings is projected to occur during December and Ramona is projected for occupancy in March 2019.

Brekke Kindergarten/Flex Classroom Building Construction Progress – November 2018

The Kinder/Flex Classroom facilities are being constructed under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and change orders to date totaling approximately $1.57 million for Brekke, $1.67 million for McAuliffe, $1.8 million for Ritchen and $1.67 for Ramona. A recommended Master Budget adjustment for previously approved change orders by the Board since the last six-month report is proposed for each project as follows: $45,807 for Brekke, $424,215 for McAuliffe, $524,093 for Ritchen and $505,973 for Ramona. These expenses included the need to export existing soil, relocate existing facilities, additional on-site improvements, and the relocation of planned improvements due to subsurface conditions.

McAuliffe Kindergarten/Flex Classroom Building Construction Progress – November 2018

Ritchen Kindergarten/Flex Classroom Building Construction Progress – November 2018

New construction applications have been filed with OPSC, utilizing a total of 72 severe SDC pupil grants (18 SDC pupils per site). Based on the estimated SDC pupil grant amounts and site development costs, applications were submitted for $633,770 for Brekke, $851,787 at McAuliffe, $648,804 at Ramona, and $796,149 at Ritchen, totaling approximately $2.9 million in estimated State pupil and site development grants.

Ramona Kindergarten/Flex Classroom Building Construction Progress – November 2018

3.3.1 MARINA WEST ELEMENTARY

The Board adopted a Master Construct and Implementation Program in January 2017 that included the reconstruction of the Marina West K-5 School that includes a two-story 31 classroom building, library/media center, administration spaces, multipurpose room, playfields and hard courts, and support spaces, including parking to accommodate 700 students. Upon completion of construction, the older facilities would be demolished and replaced with play fields and required support facilities.

In order to maximize cost efficiency and minimize required duration for both design and construction phases, the District is requesting a "Re-Use of Plans" approach based on the new design of the District's school facilities. Minimizing re-design efforts required for code and other regulatory requirements, is a critical aspect of this effort.

Like its counterpart at Rose, funds would be advanced to design the facility for approval by CDE, DSA, OPSC and the SAB as a "financial Hardship" project. Subsequent construction would be dependent on the receipt of State aid funding. Marina West is anticipated to receive 758 standard pupil and 35 SDC pupil grants for new construction to assist in the funding of this project.

Over the last six-months, the Board has conducted various study sessions to discuss the status and anticipated impact of changes in State aid requirements, remaining funding and the potential impact on the sequencing of proposed existing and new facilities projects. At this time, it is recommended that the District proceed with the design of the Marina West project based on the model utilized for the design and planned implementation of the Rose Avenue Reconstruction Project. This requires the need to proceed with the selection of a design team as contemplated in the June report for submittal to DSA by June 2019. Based on the existing Master Budget, no adjustments are proposed at this time.

Existing (Left) and Conceptual (Right) Configuration of Marina West Elementary School

3.3.2 DRIFFILL MULTIPURPOSE ROOM REPLACEMENT/PROPOSED NEW KINDERGARTEN FACILITY SUBSTITUTION

Driffill Elementary is a K-8 facility originally constructed in 1946, modernized in 2004, and reconfigured in 2014 with the construction of a P2P (Portables to Permanent) classroom facility program that contains classrooms, a library, and the school's administration office. Several original classrooms were demolished at the time of the P2P construction, with two original classroom buildings and the original multipurpose building remaining in use. Planned improvements include the reuse of plans for the Lemonwood multipurpose room/gymnasium building to replace the existing facility which is in need of expansion and replacement. The facility would include approximately 10,683 square feet, including assembly/gymnasium and presentation areas, service and kitchen areas, storage, restrooms, and grade 6-8 student locker rooms. The project is anticipated to be partially funded with the allocation of 264 new construction pupil grants based on the scope of this project, totaling approximately $3.1 million in funding.

The original Facilities Master Plan also identified the further need to modernize the existing Driffill kindergarten facilities available at that time. Upon subsequent review, it was determined that the site's existing kindergarten facilities required costly upgrades to aging buildings, and new kindergarten facilities would more adequately meet the requirements of the grade reconfiguration. The Driffill kindergarten improvement's project scope, budget, and schedule were revised in 2013 to reflect the design and construction of four (4) new kindergarten classrooms, demolition of the existing kindergarten classroom wing, and removal of three (3) portables. A budget of $2,477,832 was established, architectural plans prepared and DSA approval was received for the project in October 2014.

Upon DSA approval, the project was put out for public bid by the District to be funded by local funds in November 2014. Original bids for the project were beyond the budget value provided and redesign was performed in order to bring the plans and budget in line with the bidding market. Both the value engineering and constructability reviews were completed by the architect of record and construction manager in February 2015 culminating in a new plan that was re-advertised for bidding, but also proved to be beyond the funding available. Thereafter the project was placed on hold by the District while other budgeting solutions were developed.

CFW was subsequently directed to submit an application in 2015 for matching State aid new construction funding utilizing 132 pupil grants equaling approximately $1,728,882. However, at the time of submission, the State's authorization for facilities funding had been exhausted. It was decided by the Board that the project would only move forward once matching State aid funds were made available. In the interim, District and CFW staff have continued to keep the project alive. In October 2018, the District was notified that the OPSC would be reviewing the District's application in anticipation of approving the project for funding under Prop 51. In anticipation of State aid funding, the District commenced pre-construction activities in September in order to maintain the status of DSA approved plans and construction of the facility is estimated to commence in FY 2019-20 following receipt of funds from the State.

At this time, it is recommended that the Driffill Multipurpose Room Replacement project be moved back to Phase 4 for construction and that the District proceed with the implementation of the long awaited Driffill kindergarten facility by redirecting funding to this project from the MPR facility. It should be further noted that the Driffill kindergarten facility project is being managed by the District's Facilities Department, but is included in the Master Construct Program budget. While it is not within the CFW program management scope of work, we strongly support its continued implementation by District staff.

3.4 ADDITIONAL MODERNIZATION EFFORTS

Based on a review of District schools that are currently eligible for substantial amounts of remaining State aid modernization funding, three schools consisting of McAuliffe Elementary, Ritchen Elementary, and Frank Middle School were identified for further consideration by the Board. In August 2018, CFW staff conducted a site assessment of each school to evaluate both permanent and portable classroom facilities, support facilities such as administrative office space, libraries and additional educational spaces, site conditions, and options for funding and interim housing.

Overall, these schools are in good condition for their age and are well maintained, however, given that these schools are at least 25 years old, many of the classrooms and support spaces could benefit from upgrading, modernization and 21st Century improvements. Improvements to classrooms, libraries, multipurpose rooms/gyms, administrative spaces, science and music labs and related infrastructure in permanent facilities are proposed to provide a more comprehensive 21st Century learning environment to better maximize use of space, flexibility, and student collaboration. Improvement of these facilities would increase the amount of 21st Century schools available to the District at substantially reduced costs as compared to the new construction of similar schools. Likewise, it would reduce the impact to the General Fund of existing annual maintenance costs and provide funding for 21st Century upgrades otherwise unavailable at this time from the General Fund.

Pursuant to the report and discussion by the Board, it is recommended that the District consider proceeding with the modernization of Ritchen and McAuliffe in Phase 2 given the unique availability of interim housing proposed in the report upon completion of the new McKinna campus and the ability to utilize the existing facilities prior to demolition for interim housing. Modernization of the Frank campus is proposed to be undertaken once the new Doris/Patterson middle school is completed in order to accommodate the need for interim housing.

3.4.1 MCAULIFFE ELEMENTARY PROPOSED IMPROVEMENTS

The proposed modernization of McAuliffe is focused on the existing 28 classrooms, including the STEAM Academy lab and piano lab, and support spaces. It is intended to comply with the District's vision and specification for K-5 classroom and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center, is proposed as are improvements to the multipurpose room and the HVAC system campus wide, if needed. Converting two adjacent supply rooms into administrative space for the counselor's office is also proposed. These improvements would be in addition to the existing kinder/flex classrooms currently under construction. In total, the proposed improvements to McAuliffe, including hard and soft costs are estimated at approximately $5.0 million, absent any allowance for program reserves. However, it should be noted that proposed improvements are focused on providing 21st Century learning interiors and the above estimates do not provide for exterior work, parking, play fields, hard courts or additional improvements which could be done at a later date.

It is recommended that the Board proceed with the modernization of McAuliffe as described above and that the Phase 2 Master Budget, Timeline and Schedule be amended to accommodate an estimated budget for this of approximately $5.0 million. Like the Rose Avenue project, it is proposed that the planning be funded upfront with local funds and that the construction be funded once DSA approval is obtained and additional State aid for modernization procured to the extent possible. If approved, an architectural selection process would be initiated and plans for Board consideration would be undertaken over the next six-month period.

3.4.2 RITCHEN ELEMENTARY PROPOSED IMPROVEMENTS

The proposed modernization of Ritchen is focused on the existing 28 classrooms, including the Science and Piano labs, and support spaces. It is intended to comply with the District's vision and specification for K-5 classroom and support school facilities. Proposed improvements for permanent classrooms, include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical and furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center, is proposed as are improvements to the Multipurpose room and the HVAC system campus wide, if needed. Converting two adjacent supply rooms into administrative space for the counselor's office is also proposed. These would be in addition to the existing kinder/flex classrooms currently under construction. In total, the proposed improvements to Ritchen, including hard and soft costs are estimated at approximately $4.9 million, absent any allowance for program reserves. However, it should be noted that proposed improvements are focused on providing 21st Century learning interiors and the above estimates do not provide for exterior work, parking, play fields, hard courts or additional improvements which could be done at a later date. It is proposed that proposed improvements be fully funded from eligible modernization grants and the required local match.

It is recommended that the Board proceed with the modernization of Ritchen as described above and that the Phase 2 Master Budget, Timeline and Schedule be amended to accommodate an estimated budget for this project of approximately $4.9 million. Like the McAuliffe proposed project, it is proposed that the

planning be funded upfront with local funds and that the construction be funded once DSA approval is obtained and additional State aid for modernization procured to the extent possible. If approved, an architectural selection process would be initiated and plans for Board consideration would be undertaken over the next six-month period.

3.4.5 PROJECT SEQUENCING AND INTERIM HOUSING

Construction activities for the proposed modernization improvements at these schools would require a coordinated sequencing program to accommodate the student population given the need to improve occupied school sites. Construction activities of the proposed scope are estimated to take between 4 – 6 months of construction. The need to house students in interim facilities will nonetheless be required.

As part of the District's Master Construct and Implementation Program, the reconstruction of McKinna Elementary School is underway. The new facilities at McKinna Elementary are scheduled to be completed by December 2019, with the existing portable and permanent facilities planned for demolition upon completion of the new facilities. The existing facilities at McKinna Elementary can house approximately 750 students at State loading standards of 25 students per classroom. As of the FY2018-19 school year, McAuliffe enrolled approximately 698 students. As an interim housing option, students from McAuliffe Elementary may be temporarily housed at the existing McKinna facilities once the McKinna student population is moved into the new facilities. Once the modernization efforts at McAuliffe are complete, McAuliffe students would move back to their school and the Ritchen student population of 620 could then be subject to a similar interim housing program for modernization of their school. Preparation of detailed interim housing plan would be provided for Board consideration as part of the above recommendations.

3.5 FULL-DAY KINDERGARTEN FACILITIES

On June 27, 2018, OPSC created the Full-Day Kindergarten Facilities Grant Program (Kindergarten Grant Program) providing $100 million in one-time grants from the State's General Fund appropriation for FY 2018-19. The Kindergarten Grant Program allows school districts that lack Title 5, State approved kindergarten facilities to apply for one-time grants to construct new facilities or retrofit existing facilities for the purpose of providing full-day kindergarten classrooms. As funds are from the state's General Fund, all apportionments will result in cash proceeds being immediately available. Priority funding is given to district's that are high in free and reduced lunch and are eligible for financial hardship funding. As in all State programs, a local match is required.

In July, the District requested a review of existing and proposed school site kindergarten facilities. Based on a review of existing plans, site visits and a review of existing projects under construction, an analysis was completed of eligible school site kindergarten facilities. As part of the process, districts with multiple applications are required to submit a priority ranking for State funding consideration. These combined results are provided in Table 1 below.

Based on eligibility requirements, there are five active and future projects that the District is likely to be deemed eligible to receive funding. This includes the kindergarten facilities under construction at McKinna

and Ramona as they replace prior non-conforming kindergarten facilities as defined by the new program and meet start of construction requirements for reimbursement.

The District may also be eligible for grant funding for the planned kindergarten replacement components at Rose, Marina West and Sierra Linda schools. Under the program, a district may apply for design and construction funding of planned replacement projects as long as such funds are fully encumbered for planned improvements by June 30, 2021. This should allow sufficient time for any grant award for these projects to be fully integrated into the overall design and construction of the planned school replacement projects at these sites.

Table 3: Summary of Eligible Kinder Grant Program Facilities

Priority	School	Type	K/TK CRs to be Built	2018-19 K/TK Enrollment	Eligibile Pupils	Eligible CRs	Base Grant	Site Dev. Grant (35%)	Total Grant (50%)	Financial Hardship (50%)	Total Project Costs (100%)
1	McKinna	K-5	6	164	150	6	$1,735,050	$607,268	$2,373,518	$2,373,518	$4,747,035
2	Marina West	K-5	5	102	100	4	$1,156,700	$404,845	$1,582,345	$1,582,345	$3,164,690
3	Rose Avenue	K-5	5	93	93	4	$1,075,731	$376,506	$1,471,581	$1,471,581	$2,943,162
4	Ramona	K-5	2	136	50	2	$578,350	$202,423	$791,173	$791,173	$1,582,345
5	Sierra Linda	K-5	5	129	125	5	$1,445,875	$506,056	$1,977,931	$1,977,931	$3,955,863
	TOTAL		**23**	**624**	**518**	**21**	**$5,991,706**	**$2,097,097**	**$8,196,547**	**$8,196,547**	**$16,393,094**

Notes:

1. All kindergarten grant funds must be encumbered by 6/30/21 and requires a local match

2. Pupils used under the Kindergarten program will supplement, not supplant, pupils used under the School Facilities Program

3. Projects utilizing Kindergarten grants may not also use Kindergarten pupil grants under the School Facilities Program

At this time, it is requested that the District submit applications as suggested in Table 1 for Kindergarten Grant Program. If selected, District and CFW staff would return to the Board over the next six-month period with a coordinated plan for reimbursement or project implementation based on which projects are selected by the State for funding.

3.6 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to add proposed projects, adjust budgets, schedules and timelines as indicated and to proceed with the filing of required State aid applications as presented, based on Board approval as needed.

SECTION 4

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure "R" and Measure "D" bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding of school facilities as State funds become available under the State School Facilities Program (SFP) or other related State programs that fund public school facilities construction.

To date, approximately $73.1 million in State aid new construction and modernization applications have been submitted to the OPSC through the State's SFP. An additional $49.8 million in future applications are anticipated for active and planned projects. A new Full-Day Kindergarten Facilities Grant Program has been established by the State providing $100 million in one-time grants for new construction or retrofit of existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. A review of the SFP and Kindergarten Grant programs and estimated District eligibility is provided below.

To date, all Mello Roos and Measure "R" bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. Approved by District voters in November 2016, Measure "D" provides $142.5 million in general obligation bond authorization to fund identified facilities improvements. The District has issued approximately $95 million in Measure "D" bonds, leaving approximately $47.5 million in remaining authorization.

The following sections update the prior June 2018 funding and expenditures report to the Board. The report provides a comprehensive funding program, including a review of State aid grants, projected local developer fees, and local general obligation bonds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six-month period.

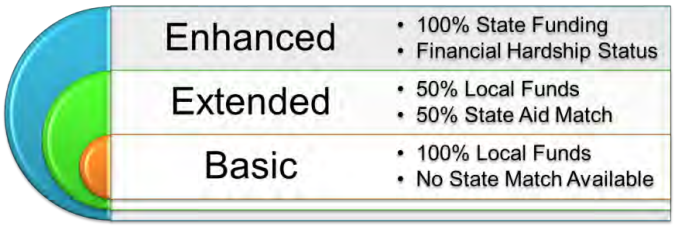
4.1 STATE MATCHING GRANTS

Through the OPSC, the State of California provides funding assistance to eligible public school districts through the School Facilities Program. OPSC operates various programs pursuant to State Law and provides projects to be considered by the State Allocation Board (SAB) for specific funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs. Pupil grant amounts are periodically reviewed for increase by the SAB.

The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund.

The Master Construct Program utilizes an integrated strategy to leverage State aid new construction and modernization grants. The Basic Strategy is to fund the upfront design and construction of projects with 100 percent local funds that are eligible for State aid reimbursement by qualifying for State matching grants. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding of remaining State aid eligible/non-eligible projects. Once all local funding and State aid reimbursements are encumbered, the District may qualify for Financial Hardship Status and receive 100% State funding for eligible projects, the Enhanced Strategy. Currently, the Basic and Extended Strategy is in use and the Enhanced (Hardship) Strategy is proposed to fund Rose and Marina West, based on the availability of State aid at that time.

Figure 1: State Aid Strategy



Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51 authorizing $7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for of K-12 facilities. As reported by the OPSC to the SAB, as of October 2018, approximately $963.8 million of applications have been apportioned utilizing Prop. 51 bonds and approximately $556.7 million are awaiting SAB approvals. As of September 30, 2018, the list of OPSC grant requests awaiting review is approximately $4.5 billion. That leaves a combined total of approximately $1.0 billion remaining to be allocated. Unfortunately, all authorized funds for new construction under this total have been fully allocated and the $1.0 billion estimated to be remaining is primarily for remaining modernization applications to be submitted.

Therefore, approved new construction applications received on or after September 12, 2018 will henceforth be placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for state funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

The District recently adopted such a resolution for State aid applications filed after September 12 for new construction funding. The District has also previously used this approach prior to the passage of Prop 51, which allowed some of the District's prior applications to secure a place in line for current funding consideration. That said, all State aid applications filed by the District prior to that date are in active consideration for funding by the Sate and are not subject to the waiting list identified above.

As of July 31, 2018, the District has submitted approximately $58.5 million in State aid applications, including approximately $55.2 million in new construction applications and approximately $3.3 million in modernization applications. Table 4 below provides a summary of submitted applications as of July 31, 2018 and anticipated applications by others that are ahead of the District's applications. These applications are not impacted by the new requirement of acknowledgement of applications beyond bond authority.

The District has received "90 day" notifications from the OPSC for the following 4 applications: McAuliffe Modernization, Fremont Modernization, Harrington New Construction, and Driffill Kindergarten New Construction, totaling approximately $13.6 million in estimated grants. These notifications indicated that OPSC review of the applications is underway, pending requested documentation to certify eligibility or provide additional information needed. CFW is working with the District to complete any and all required documentation requests from the OPSC. From the four District applications that have received OPSC notices, approximately $441 million of funding by other districts is ahead of the first wave of these pending applications (totaling approximately $13.6 million). Based on the prior funding schedule of the SAB, these applications are anticipated to be funded by June 30, 2019.

In addition to the above applications, approximately $14.6 million in additional new construction applications were submitted for the Seabridge project after the September 12, 2018 cut-off date as a result of DSA approval in October. These applications were supported by a resolution adopted by the District's Board in October 2018 in accordance with the new requirements acknowledging the application beyond bond authority. The State continues to generate minimal bond sales to support the program and on the current schedule, the bulk of funding will not occur before 2020; which could change upon the new governor assuming office.

CFW continues to attend and monitor activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Program. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District

and submitted to OPSC are catalogued and projected applications for potential funding of additional projects are also presented.

Table 4: Submitted State Aid Applications as of July 31, 2018

	Application	OPSC Date Received	*Estimated Grant	Application Type	Applications Ahead
1	McAuliffe	11/13/2014	$113,206	Modernization	$224,002,875
2	Fremont	11/13/2014	$1,034,521	Modernization	$224,111,909
3	Harrington	11/14/2014	$10,738,130	New Const.	$225,108,332
4	Driffill Kindergarten	2/9/2015	$1,728,882	New Const.	$441,495,878
5	Lemonwood	7/19/2017	$12,455,490	New Const.	$2,122,344,226
6	Marshall	11/13/2017	$4,194,344	New Const.	$2,710,741,979
7	Elm	4/30/2018	$8,465,135	New Const.	$3,456,630,694
8	Harrington Kinder Annex	5/10/2018	$596,040	Modernization	$3,529,959,223
9	Lemonwood Like for Like	5/24/2018	$770,700	Modernization	$3,658,139,206
10	Ritchen Kinder	7/19/2018	$796,149	New Const.	$3,997,000,065
11	Brekke Kinder	7/19/2018	$633,770	New Const.	$3,997,808,292
12	McAuliffe Kinder	7/19/2018	$851,787	New Const.	$3,998,454,140
13	Lemonwood Use of Grants	7/27/2018	$1,902,746	New Const.	$4,036,149,474
14	Elm Use of Grants	7/27/2018	$832,824	New Const.	$4,038,086,921
15	Marshall Use of Grants	7/27/2018	$957,376	New Const.	$4,038,919,745
16	McKinna	7/27/2018	$10,089,359	New Const.	$4,039,877,121
17	McKinna Use of Grants	7/27/2018	$960,061	New Const.	$4,050,124,671
18	Elm Like for Like	7/27/2018	$330,300	Modernization	$4,051,084,732
19	McKinna Like for Like	7/27/2018	$440,400	Modernization	$4,051,489,611
20	Ramona Kinder	7/30/2018	$648,804	New Const.	$4,056,347,816
		Total	**$58,540,022**		

**Estimated Grants amounts may vary from State lists and are pending State review of application*

4.1.1 STATE AID MODERNIZATION

The State's Modernization Program provides funds on a 60-40 state and local sharing basis for improvements that educationally enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.

2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2018 pupil grant is currently $4,404 for grades K-6 and $4,658 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Table 5: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17) CRMs	Phase I (FY 2013-17) Amount	Phase II (FY 2018-20) CRMs	Phase II (FY 2018-20) Amount	Phase III (FY 2021-25) CRMs	Phase III (FY 2021-25) Amount	Phase IV (FY 2026-29) CRMs	Phase IV (FY 2026-29) Amount	Total Amount
Brekke	24	0		0		24	$2,660,016	0		$2,660,016
Chavez	29	0		0		0		29	$3,192,900	$3,192,900
Curren	0	0		0		0		0		$0
Driffill	0	0		0		0		0		$0
Elm	0	0		0		0		0		$0
Frank	45	0		45	$5,659,470	0		0		$5,659,470
Fremont	31	0		0		0		31	$3,954,642	$3,954,642
Harrington	0	0		0		0		0		$0
Haydock	32	32	$4,024,512	0		0		0		$4,024,512
Kamala	0	0		0		0		0		$0
Lemonwood	0	0		0		0		0		$0
Marina West	20	0		0		20	$2,202,000	0		$2,202,000
Marshall	24	0		0		0		24	$2,611,572	$2,611,572
McAuliffe	27	27	$2,963,892	0		0		0		$2,963,892
McKinna	0	0		0		0		0		$0
Ramona	24	0		0		24	$2,668,824	0		$2,668,824
Ritchen	24	24	$2,695,248	0		0		0		$2,695,248
Rose Avenue	0	0		0		0		0		$0
Sierra Linda	21	0		0		0		21	$2,312,100	$2,312,100
Soria	0	0		0		0		0		$0
Total	**302**	**83**	**$9,683,652**	**45**	**$5,659,470**	**68**	**$7,530,840**	**105**	**$12,071,214**	**$34,945,176**

**Current dollars*

Table 6: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17) CRMs	Phase I (FY 2013-17) Amount	Phase II (FY 2018-20) CRMs	Phase II (FY 2018-20) Amount	Phase III (FY 2021-25) CRMs	Phase III (FY 2021-25) Amount	Phase IV (FY 2026-29) CRMs	Phase IV (FY 2026-29) Amount	Total Amount
Brekke	0	0		0		0		0		$0
Chavez	0	0		0		0		0		$0
Curren	2	0		0		2	$220,200	0		$220,200
Driffill	0	0		0		0		0		$0
Elm	15	0		15	$1,651,500	0		0		$1,651,500
Frank	0	0		0		0		0		$0
Fremont	8	8	$1,006,128	0		0		0		$1,006,128
Harrington	5	3	$330,300	2	$220,200	0		0		$550,500
Haydock	1	0		0		1	$144,398	0		$144,398
Kamala	6	0		5	$550,500	1	$110,100	0		$660,600
Lemonwood	7	6	$660,600	1	$110,100	0		0		$770,700
Marina West	4	0		4	$418,380	0		0		$418,380
Marshall	0	0		0		0		0		$0
McAuliffe	1	1	$110,100	0		0		0		$110,100
McKinna	13	7	$770,700	6	$660,600	0		0		$1,431,300
Ramona	0	0		0		0		0		$0
Ritchen	0	0		0		0		0		$0
Rose Avenue	3	0		3	$330,300	0		0		$330,300
Sierra Linda	5	0		5	$598,944	0		0		$598,944
Soria	0	0		0		0		0		$0
Total	**70**	**25**	**$2,877,828**	**41**	**$4,540,524**	**4**	**$474,698**	**0**	**$0**	**$7,893,050**
Submitted Applications										
Project 1 - Fremont		8	$1,006,128							
Project 1 - McAuliffe		1	$110,100							
Harrington Kinder Annex				5	$550,500					
Lemonwood K-8 Portables		6	$660,600	1	$110,100					
Elm Portables				3	$330,300					
McKinna Portables		4	$440,400							
Total		**19**	**$2,217,228**	**9**	**$660,600**	**0**	**$0**	**0**	**$0**	**$2,877,828**
Remaining Eligibility		**6**	**$660,600**	**32**	**$3,879,924**	**4**	**$474,698**	**0**	**$0**	**$5,015,222**

**Current dollars*

Under SB 50, the State provides the option of a "Like for Like" approach towards utilizing available modernization eligibility towards new construction. The "Like for Like" approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district's new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under "Like for Like" would be based on the modernization grant eligibility on a site by site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 5 and 6 summarize the District's remaining eligibility for State modernization grants for permanent and portable facilities that were last modernized or placed in service at least 25 or 20 years ago, respectively. The estimated grants amounts have been updated to reflect the estimated eligible classrooms and the District's FY2018-19 enrollment of students per site, resulting in an overall reduction of approximately $6.6 million in the estimated grant level eligibility since the June 2018 update report. This analysis takes into consideration the overall decrease in district enrollment, the reallocation of students under the revised dual language immersion program, and the reuse of eligible classrooms for non-classroom use during this period. Should these variables change over time at each site and at the time of a modernization application, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day (SDC) pupils per site as SDC pupils are assigned a higher per pupil grant amount than standard pupils.

As shown in Table 5, the District may ultimately be eligible for approximately $34.9 million in matching modernization grants from permanent classrooms, however, the majority of eligible funding does not become available until after 2021, once some of the facilities that were last modernized in the late 1990's and early 2000's become due again. Table 6 illustrates approximately $7.9 million in modernization eligibility for portable classrooms that exceed their 20-year life and are eligible for modernization. The majority of eligibility for portable facilities is anticipated prior to 2021. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds and the corresponding timeline and schedule adopted as part of the Master Construct Program.

Overall, approximately $2.4 million in modernization applications have been submitted to the OPSC. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized as explained later in this section. Collectively, these amounts are used as inputs and integrated where possible in the facilities Master Budget and Schedule to implement proposed Master Construct projects.

4.1.2 STATE AID NEW CONSTRUCTION

The State's New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity

to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the amount of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.

2. **Funding:** Once eligibility is approved, a district may apply for funding on a 50/50 State grant/local match basis. The 2018 pupil grant is currently $11,567 for grades K-6 and $12,234 for grades 7-8, and is counted based on each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 7 summarizes the District's estimated new construction eligibility based on estimated eligible pupil grants by the State. As reported in June 2018, the District is estimated to be eligible for approximately $77.2 million in new construction pupil grants, including $65.8 million for grades K-6 and $11.4 million for grade levels 7-8. These amounts continue to be subject to a local match requirement by the District equal to the amount of the total State grant. If enrollment continues to grow, the amount of State eligibility for new construction is expected to increase. Likewise, if enrollment declines, a comparable decrease in future State aid will result. In addition, if new construction tract maps continue to be filed with the City, the estimated new construction amount will increase as the State allows for the inclusion of new mapped units to be added to enrollment at the rate of 0.5 students per approved, but unbuilt unit. As of this time, the City has not updated its tract map data from the prior June period, but is expected to do so in the next period.

The estimated eligibility is available for use district wide, but subject to the availability of funding from the State and processing from OPSC and the SAB, both of which are severely limited at this time.

Table 7: New Construction Eligibility: 50/50 Program

Grade Level	Eligible Pupils	Grant Value (2018)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	$11,567	$65,827,797	$65,827,797
7-8	932	$12,234	$11,402,088	$11,402,088
Total	**6,623**		**$77,229,885**	**$77,229,885**

** Does not include State reimbursements for land acquisition.*

4.1.3 FULL-DAY KINDERGARTEN GRANT PROGRAM

As part of the State's budget for 2018-19, AB 1808, Article 7 created the Full-Day Kindergarten Facilities Grant Program (Program) providing $100 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. OPSC defines "Full-Day Kindergarten" as a school day program exceeding 4 hours, exclusive of recesses. Projects may consist of the construction of a new facility or the acquisition and conversion of an existing building for public school use. This program is not designed to provide full-day kindergarten classrooms for projected kindergarten enrollment growth.

Grants are awarded to districts that lack the facilities to provide full-day kindergarten or lack facilities that satisfy the design requirements for new kindergarten classrooms. Districts are required to provide 50% of the cost of new construction and 40% of retrofit projects, unless the district meets the requirements for Financial Hardship. Program funds made available to districts are to supplement, not supplant, existing funds available for school facilities construction. Moreover, projects utilizing Full Day Kindergarten Program grants may not combine kindergarten pupil grants with the School Facilities Program.

Eligibility is determined on a site-by-site basis; however, priority for funding is based on districtwide criteria. A school site will be considered lacking full-day kindergarten facilities if the kindergarten enrollment at the site exceeds the classroom capacity at the site using the SFP loading standard of 25 pupils and if the existing facilities do not meet current CDE requirements. Districts must also rank the priority of multiple applications for funding consideration. If there are sufficient funds to apportion all submitted valid and completed applications, projects will be funded based on the date the application are received. If funds are insufficient to fully fund all of the applications, priority points will be given to school districts that meet the following criteria:

- Meet eligibility requirements for Financial Hardship (40 points)
- School district with a high concentration of underserved communities (up to 40 points), a school district with a high population of pupils who are eligible for Free and Reduced-Price Meals

The State has published definitive regulations for processing applications to be funded over two rounds beginning January 2, 2019 and May 1, 2019. Based on the State's regulations, a review of eligible kindergarten facilities was conducted and presented to the District for consideration. As shown in Table 8, the District may be eligible for up to $8.0 million in program funding. The goal is to submit all projects for January consideration and resubmit in May, if necessary. Should the District be successful in receiving these program grants, any prior new construction applications utilizing kindergarten pupils under the School Facilities Program would be reduced. In addition, the State requires that all grants funds received from the Full Day Kindergarten grant program be encumbered by June 30, 2021.

The District has been found previously to be eligible for Financial Hardship. In addition, the District's equivalent Free and Reduced-Price Meals rate is 83.5%, meaning the District would receive approximately 65 of 80 possible priority points assuming the District remains eligible for Financial Hardship. Given the eligibility for multiple applications, a rank order is provided that emphasizes the priority of McKinna since

it has the highest potential grant amount, is already under construction, and as such available for collection of grant funds as a project reimbursement. This is followed by the balance of eligible applications for ranking which is recommended to be delegated to the superintendent, based on the most available data on the day of submission.

Table 8: Proposed Kindergarten Grant Applications

Priority	School	Type	K/TK CRs to be Built	2018-19 K/TK Enrollment	Eligibile Pupils	Eligible CRs	Base Grant	Site Dev. Grant (35%)	Total Grant (50%)	Financial Hardship (50%)	Total Project Costs (100%)
1	McKinna	K-5	6	164	150	6	$1,735,050	$607,268	$2,373,518	$2,373,518	$4,747,035
2	Marina West	K-5	5	102	100	4	$1,156,700	$404,845	$1,582,345	$1,582,345	$3,164,690
3	Rose Avenue	K-5	5	93	93	4	$1,075,731	$376,506	$1,471,581	$1,471,581	$2,943,162
4	Ramona	K-5	2	136	50	2	$578,350	$202,423	$791,173	$791,173	$1,582,345
5	Sierra Linda	K-5	5	129	125	5	$1,445,875	$506,056	$1,977,931	$1,977,931	$3,955,863
	TOTAL		**23**	**624**	**518**	**21**	**$5,991,706**	**$2,097,097**	**$8,196,547**	**$8,196,547**	**$16,393,094**

Notes:

1. All kindergarten grant funds must be encumbered by 6/30/21 and requires a local match

2. Pupils used under the Kindergarten program will supplement, not supplant, pupils used under the School Facilities Program

3. Projects utilizing Kindergarten grants may not also use Kindergarten pupil grants under the School Facilities Program

4.1.4 FINANCIAL HARDSHIP FUNDING

The State also provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than $5 million

At this time, the Oxnard District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State's grant in lieu of the District's match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at "close out", or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for planning funds for site acquisition, DSA submittals and construction.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and

construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project.

The OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date it is reviewed by OPSC or approved by the SAB – restricting its use. This change would require that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered which may result in a push of Financial Hardship projects to later implementation phases.

Financial hardship funding is proposed to be used strategically, with careful consideration to minimize the impact on the use of other sources of funding as identified above. Careful sequencing of all remaining projects and projected reimbursements is required, so projects are designed, and funds encumbered before entering the Hardship period. This may require the advanced funding of design components for remaining projects from local sources in advance of securing Hardship funding. The District will need to prioritize remaining projects to be considered for this option. This includes potential Hardship funding for Rose Avenue, Marina West, and Sierra Linda.

4.1.5 SUBMITTED AND PENDING STATE AID APPLICATIONS

Table 9 presents State aid applications that have been filed with the OPSC, totaling approximately $73.1 million. Table 9 reflects the current pupil grant amounts for 2018 and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. The majority of these applications rely on the actual or projected number of students and associated pupil grants available to house those students. The balance relies in large part on the application of a “use of grants” provision allowed by the SFP to accelerate additional funding.

The “use of grants” approach allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a district is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District.

This funding mechanism can decrease the cost of new facilities for a district, but it requires the diversion of pupil grants from other district projects that the State would otherwise have found eligible. The use of grants mechanism does not increase the district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have otherwise been used on another eligible project. This approach has enabled the District to apply for eligible pupil grants sooner than anticipated by enabling the ability to apply these additional grants to existing projects. Over the last six months, efforts were completed to submit approximately $33 million in new construction and modernization applications

associated with "use of grants", including applications for, McKinna, Seabridge, and the kindergarten/flex projects at Brekke, McAuliffe, Ramona, and Ritchen.

As of July 31, 2018, the District had submitted approximately $58.5 million in State aid applications. These applications are not impacted by the new requirement of acknowledgement of applications beyond bond authority for new construction applications. In addition, approximately $14.6 million in additional new construction applications were filed in association with the Seabridge project after the September 2018 cut-off and were thus supported with a District resolution adopted in October in accordance with the new "acknowledgment of application beyond bond authority" requirement.

Taking into consideration the new construction applications that have been filed as explained above, the District has utilized to date 4,494 standard pupil and 172 SDC pupil grants totaling 4,666 pupil grants overall.

Table 9: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McAuliffe Project 1	Mod.	25	25	0	0	0	0	$110,100	$3,106	**$113,206**
Fremont Project 1	Mod.	216	0	216	0	0	0	$1,006,128	$28,393	**$1,034,521**
Driffill Kinder	New Const.	132	0	132	0	0	0	$1,614,888	$113,994	**$1,728,882**
Harrington	New Const.	807	807	0	26	26	0	$9,899,731	$838,399	**$10,738,130**
Lemonwood	New Const.	926	575	351	13	13	0	$11,227,740	$1,227,750	**$12,455,490**
Marshall	New Const.	316	100	216	0	0	0	$3,799,244	$395,100	**$4,194,344**
Elm	New Const.	600	600	0	13	13	0	$7,222,781	$1,242,354	**$8,465,135**
Harrington Kinder Annex	Mod.	125	125	0	0	0	0	$550,500	$45,540	**$596,040**
Lemonwood Portables	Mod.	175	175	0	0	0	0	$770,700	$0	**$770,700**
Ritchen Kinder	New Const.	0	0	0	18	0	18	$585,054	$211,095	**$796,149**
Brekke Kinder	New Const.	0	0	0	18	0	18	$585,054	$48,716	**$633,770**
McAuliffe Kinder	New Const.	0	0	0	18	0	18	$585,054	$266,733	**$851,787**
Lemonwood Use of Grants	New Const.	160	82	78	0	0	0	$1,902,746	$0	**$1,902,746**
Elm Use of Grants	New Const.	72	72	0	0	0	0	$832,824	$0	**$832,824**
Marshall Use of Grants	New Const.	80	32	48	0	0	0	$957,376	$0	**$957,376**
McKinna	New Const.	675	675	0	35	26	9	$8,665,414	$1,423,945	**$10,089,359**
McKinna Use of Grants	New Const.	83	83	0	0	0	0	$960,061	$0	**$960,061**
Ramona Kinder	New Const.	0	0	0	18	0	18	$585,054	$63,750	**$648,804**
Elm Portables	Mod.	75	75	0	0	0	0	$330,300	$0	**$330,300**
McKinna Portables	Mod.	100	100	0	0	0	0	$440,400	$0	**$440,400**
Seabridge + Land	New Const.	575	575	0	13	13	0	$6,933,606	$6,874,043	**$13,807,649**
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	$786,556	$0	**$786,556**
Total		**5,210**	**4,169**	**1,041**	**172**	**91**	**81**	**$60,351,311**	**$12,782,916**	**$73,134,227**
Total New Construction Pupils Used		***4,494***	***3,669***	***825***	***172***	***91***	***81***			
Total Modernization Pupils Used		***716***	***500***	***216***	***0***	***0***	***0***			

Based on available prior enrollment and residential construction data, the District's total new construction eligibility is estimated at 6,623 pupil grants, leaving 1,957 remaining pupil grants to be utilized for new

construction of remaining projects. However, more recent enrollment trends and new residential development may impact this number in the next update period. Nonetheless, the proposed use of the remaining 1,957 new construction pupils is summarized in Tables 10 through 12 below.

As shown in Table 10, approximately $990,900 in portable classroom modernization eligibility is pending OPSC submittal for the Elm project under the "Like for Like" provisions of the SFP. This application is pending submittal to allow for the remaining portable classrooms to reach their 20-year life requirement after July 2019. At that time, the application will be filed and placed in line at the State.

Table 10: State Aid Applications in Progress

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Elm Portables (2019)	Mod.	225	225	0	0	0	0	$990,900	$0	**$990,900**
Total		**225**	**225**	**0**	**0**	**0**	**0**	**$990,900**	**$0**	**$990,900**
Total New Construction Pupils Used		***0***	***0***	***0***	***0***	***0***	***0***			
Total Modernization Pupils Used		***225***	***225***	***0***	***0***	***0***	***0***			

Table 11 presents approximately $22.4 million in future proposed applications associated with the use of 758 new construction pupil grants plus modernization grants for the Rose Avenue Reconstruction project that is currently undergoing DSA review. Rose Avenue is to be submitted as the District's first Financial Hardship school. The project was submitted to DSA in two components to include classrooms and support facilities. Classrooms are proposed to be funded through Financial Hardship, whereas support facilities are to be financed by remaining yet unissued Measure "D" bonds. Therefore, construction is anticipated over two phases.

Table 11: State Aid Applications Pending DSA Approval

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Hardship Grant	Est. Sup. Grant	Total Est. Grant
Rose Avenue - Hardship	New Const.	675	675	0	35	26	9	$8,665,414	$8,665,414	$2,599,624	**$19,930,452**
Rose Avenue Portables - Hardship	Mod.	75	75	0	0	0	0	$330,300	$220,200	$0	**$550,500**
Rose Avenue Use of Grants Hardship	New Const.	83	83	0	0	0	0	$960,061	$960,061	$0	**$1,920,122**
Total		**833**	**833**	**0**	**35**	**26**	**9**	**$9,955,775**	**$9,845,675**	**$2,599,624**	**$22,401,074**
Total New Construction Pupils Used		***758***	***758***	***0***	***35***	***26***	***9***				
Total Modernization Pupils Used		***75***	***75***	***0***	***0***	***0***	***0***				

Any remaining new construction pupil grants may be considered for future new school projects not yet under design or DSA review, such as the new schools planned at the Doris/Patterson site and Marina West. At the present time, the District can anticipate approximately $26.4 million in State aid eligibility, under an assumed financial hardship approach for Marina West, to allocate towards these projects. Table 12 illustrates how these pupil grants would be utilized. For the remaining non-hardship applications at Doris Patterson, a local match would be required to obtain State funding for these future projects, plus any additional amounts necessary to complete the total required school construction costs identified in this report. All pupil grants eligible to date are proposed to be utilized under this approach.

Table 12: Future State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Hardship Grant	Est. Sup. Grant	Total Est. Grant
Doris Patterson 6-8	New Const.	107	0	107	0	0	0	$1,309,038	$0	$196,356	**$1,505,394**
Doris Patterson K-5	New Const.	264	264	0	0	0	0	$3,053,688	$0	$0	**$3,053,688**
Marina West K-5 Hardship	New Const.	675	675	0	35	26	9	$8,665,414	$8,665,414	$2,599,624	**$19,930,452**
Marina West K-5 Use of Grants Hardship	New Const.	83	83	0	0	0	0	$960,061	$960,061	$0	**$1,920,122**
Total		**1129**	**1022**	**107**	**35**	**26**	**9**	**$13,988,201**	**$9,625,475**	**$2,795,980**	**$26,409,656**
Total New Construction Pupils Used		***1129***	***1022***	***107***	***35***	***26***	***9***				
Total Modernization Pupils Used		***0***	***0***	***0***	***0***	***0***	***0***				

Collectively, the District has approximately $73.1 million in State aid applications that are under consideration with OPSC, and an additional $49.8 million in projects that are pending OPSC submittal. In total, the District has approximately $122.9 million in foreseeable State aid eligibility, based on the assumptions noted above.

Over the next six months, the team will continue to monitor application status with OPSC and respond to any application review notices received. In addition, applications will be filed under the Full-Day Kindergarten Facilities Grant Program, where applicable.

4.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620. The purpose of these fees is to offset the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The code also permits an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of Developer Fees that can be assessed:

- Level 1 fees are established by statute and adjusted by the State Allocation Board and are currently $3.79 per square foot of residential development and $0.61 per square foot of commercial and industrial development
- Level 2 fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- Level 3 fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A district justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. As reported in June 2018, the District adopted a Residential Development School Fee Justification Study in April 2018 prepared by Cooperative Strategies that established the justification for collecting Level 1 fees at the adjusted level of $3.79 per square foot of residential construction and $0.61 per square foot of commercial or industrial construction. Based on the District's

fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or $2.50 per square foot for residential and $0.403 per square foot for commercial.

In April 2018, the District adopted a School Facilities Needs Analysis, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of $4.06 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that an additional 1,539 residential single and multi-family homes, totaling 2,387,750 square feet, will be built in the District over the next five years. From this data, an estimated $9.7 million is anticipated to be to be collected in developer fees over the next five years. No changes in estimated developer fee collections are reported since the June 2018 update. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees during this period. The District has indicated that an update to the Level 2 Study will be undertaken and available for Board consideration in Spring 2019.

4.3 GENERAL OBLIGATION BONDS

The District has used local General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Prop. 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

The Master Construct and Implementation Program utilizes two local G.O. bond measures: Measure "R" approved by voters in 2012 and Measure "D" approved by voters on November 8, 2016. Measure "R" authorized the sale of $90 million in G.O. bonds and has been used in combination with other local funds to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, and Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all G.O. bonds from the Measure "R" authorization have been sold and the District is awaiting State reimbursements from the above projects to fund additional facility improvements.

Measure "D" was approved by voters on November 8, 2016 and authorized $142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements. In March 2017, the District issued approximately $81 million in G.O. bonds, Series 2017A (Series 2017A). Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match requirement for State school facility grants—leveraging the State aid matching grants. In March 2018, the District issued approximately $14 million in G.O. bonds, Series 2018 B (Series 2018B). Proceeds from the Series 2018B bond issuance were used to replenish the Program Reserve and fund projects underway. Additional project and reserve funds were originally anticipated to come from State aid reimbursements

once the State implemented Prop. 51. However, delays in implementation have necessitated the District to utilize local funding sources exclusively to date.

4.3.1 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure "D" is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the Prop. 39 tax rate allowance for elementary school districts. State law governs how much long-term principal debt California school district may incur at any one time. For elementary school districts, the statutory bonding capacity, or debt limit, is equal to 1.25% of the total district assessed value of all taxable properties within the district's boundaries.

Based on the District's assessed value of $13.3 billion for fiscal year 2018-19, the District's gross bonding capacity is estimated at $166.4 million. However, prior bonds account for a total of $249.0 million. To comply with the California Education Code, the District applied to CDE requesting a waiver authorizing the District to exceed its bonding limit of 1.25% of its taxable assessed value of property. CDE approved the waiver application authorizing the District to have bond indebtedness outstanding in an amount equal to 2.12% (or less) of total assessed valuation as determined at the time of bond issuance, pursuant to the California Education Code. The waiver has an expiration date of August 1, 2025. As a result, the District's remaining net bonding at this time is calculated at $19.3 million. The District's net bonding capacity is estimated to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

Table 13: Bonding Capacity Analysis

Fiscal Year 2018/19	
ASSESSED VALUATION	
Secured Assessed Valuation	$12,650,094,101
Unsecured Assessed Valuation	$665,591,230
DEBT LIMITATION	
Total Assessed Valuation	$13,315,685,331
Applicable Bond Debt Limit	2.12%
Bonding Capacity	$282,292,529
Outstanding Bonded Indebtedness	$263,038,479
NET BONDING CAPACITY	$19,254,050
% of Capacity Current Used	93.18%

The District's AV serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As AV grows, so too the District's ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds.

Table 14 presents a history of the District's assessed value. Historically, the District's AV has performed relatively well, with some minimal periods of decline. During the early to late 2000's the District's AV

experience growth ranging from approximately 9% to 14% annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, beginning in 2010 the District's AV experienced periods of contraction in 2010 to 2012.

The District's AV growth rate has averaged 5.4% annually over the last 17-year period. Most recently, over a 5-year period, the AV growth rate has averaged 4.8% annually. While AV growth has slowed compared to the mid-2000's, it may indicate a more sustainable pace of economic expansion within the District. As it relates to the estimated availability of remaining Measure "D" bond authorization, a future annual AV growth estimate of 4% appears to be moderate to conservative for the District, as it is within the most recent historical growth averages. Future bonding capacity under the Measure "D" authorization will depend on the pace of growth in the tax base and the marketability of additional bonds.

The availability of future bonds funds is dependent on the District's assessed valuation growth to accommodate the Prop. 39 tax rate allowance for elementary school district. Based on Prop. 39, under which Measure "D" was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate of $30 per every $100,000 of assessed property value.

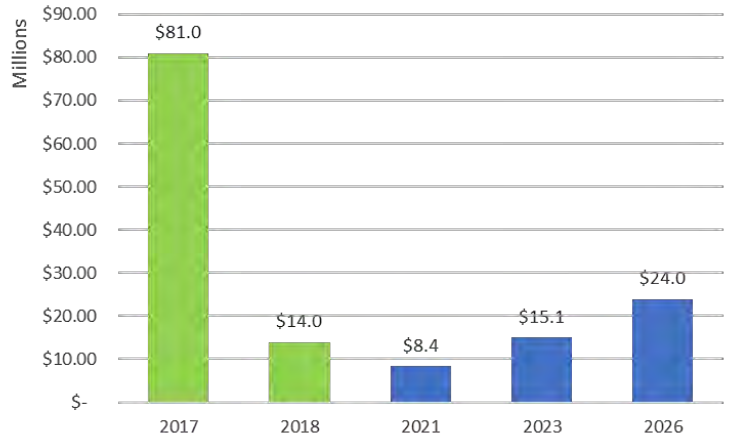
Table 14: Historical Assessed Valuation

Historical Assessed Value		
Fiscal Year	**Total**	**% Δ**
2002	$5,456,598,521	-
2003	$5,963,113,197	9.3%
2004	$6,635,172,071	11.3%
2005	$7,583,558,704	14.3%
2006	$8,657,971,155	14.2%
2007	$9,931,635,061	14.7%
2008	$10,883,340,116	9.6%
2009	$10,923,360,081	0.4%
2010	$10,256,972,528	-6.1%
2011	$10,222,956,307	-0.3%
2012	$10,128,841,659	-0.9%
2013	$10,224,776,805	0.9%
2014	$10,523,302,599	2.9%
2015	$11,258,539,314	7.0%
2016	$11,811,053,863	4.9%
2017	$12,231,081,218	3.6%
2018	$12,813,934,964	4.8%
2019	$13,315,685,331	3.9%
5-Year Annualized Average		4.8%
10-Year Annualized Average		2.0%
17-Year Annualized Average		5.4%

The Series 2017A and 2018B bonds were structured according to the Prop. 39 tax rate allowance of $30 per $100,000 of AV to generate sufficient bond proceeds now and to maintain future debt issuance

capacity. Recognizing that $47.5 million in unsold Measure "D" bonds remain, the Series 2018B debt service were structured to create tax rate capacity for a Series C bond issuance in the future. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program.

Figure 2: Estimated Timing and Sizing of Bond Issuances



4.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 and Phase 2 projects under current implementation. As of the June 2018 Semi-Annual Report, the total Phase 1 and Phase 2 budget was approximately $283.3 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 15 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2018 totaling approximately $133 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District's financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditures reporting is based on the budget approved as part of the June 2018 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2018 report, subsequent expenditure reports will reflect the revised budget value.

From July 1, 2012 through October 31, 2018, the District expended approximately $29.7 million in expenditures for additional facilities improvements, of which $8.9 million were expended for eligible projects beginning with $3.7 million of Developer Fee Fund Balances prior to the adoption of the Jan 2013 Implementation Plan, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being assumed

by the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining $20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program.

Expenditure reports related to the current bond programs are made available for review by the Citizens Oversight Committees and expenditures are audited annually for the Board's review.

Table 15: Estimated Phase I and Phase II Expenditures to Date

		Fiscal Year Expenditures							
Project	**Adopted Budget**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19[1]**	**Total**
Acquire Site New Elem K-5	$7,756,852	$7,674,714	$34,158	$0	$46,736	$16,375	$575	$0	$7,772,558
Doris/Patterson Acquire Land	$8,750,000	$0	$0	$0	$73,718	$198,690	$1,243,529	$12,186	$1,528,122
Doris/Patterson LAFCO Planning	$700,000	$0	$14,625	$37,345	$28,607	$142,526	$253,361	$3,454	$479,919
Design & Reconstruct Harrington Elem K-5	$23,846,732	$149,138	$1,448,980	$12,232,642	$9,703,762	$224,482	$2,431	$0	$23,761,435
Design & Reconstruct Lemonwood Elem K-8	$39,873,403	$141,309	$808,213	$1,450,601	$1,743,731	$15,501,288	$14,829,366	$3,211,631	$37,686,139
Design & Reconstruct Elm Elem K-5	$29,954,714	$0	$328,814	$1,184,709	$333,013	$3,310,200	$13,209,192	$1,614,732	$19,980,659
Design & Construct Seabridge K-5	$28,568,432	$0	$0	$0	$0	$218,941	$1,865,647	$142,574	$2,227,162
Design & Reconstruct McKinna K-5	$31,507,869	$0	$0	$0	$0	$642,421	$1,845,580	$1,595,568	$4,083,570
Design & Reconstruct Rose Avenue K-5	$19,300,610	$0	$0	$0	$0	$56,821	$1,100,845	$663,468	$1,821,133
Design & Reconstruct Marina West K-5	$20,795,034	$0	$0	$0	$0	$0	$0	$47,242	$47,242
Design & Construct Doris/Patterson K-5	$3,546,740	$0	$0	$0	$433,506	$0	$0	$33,888	$467,395
Design & Construct Doris/Patterson 6-8	$5,886,866	$0	$0	$0	$0	$0	$0	$131,601	$131,601
Design & Improve K-5 Kindergarten Facilities									
Ritchen	$456,837	$16,470	$71,074	$342,016	$16,563	$119	$0	$0	$446,242
Brekke	$276,090	$12,060	$56,872	$199,596	$6,513	$112	$0	$0	$275,154
McAuliffe	$336,509	$11,919	$86,534	$214,664	$8,898	$107	$0	$0	$322,122
Driffill	$409,771	$51,334	$56,711	$242,911	$0	$817	$0	$0	$351,773
Total K-5 Kindergarten Facilities	***$1,479,208***	***$91,783***	***$271,191***	***$999,187***	***$31,974***	***$1,155***	***$0***	***$0***	***$1,395,291***
Design & Construct Science Labs/Academies									
Chavez	$649,009	$17,899	$166,950	$443,727	$19,273	$182	$0	$0	$648,031
Curren	$598,330	$17,222	$117,014	$445,738	$17,485	$176	$0	$0	$597,634
Kamala	$619,123	$17,636	$153,550	$429,076	$18,299	$186	$0	$0	$618,747
Haydock	$1,081,480	$64,099	$297,626	$664,855	$23,810	$25,687	$1,000	$0	$1,077,078
Fremont	$1,893,796	$85,554	$504,828	$1,209,581	$12,709	$83,718	$0	$0	$1,896,388
Total Science Labs/Academies	***$4,841,738***	***$202,410***	***$1,239,967***	***$3,192,977***	***$91,576***	***$109,948***	***$1,000***	***$0***	***$4,837,878***
Project 1 Remaining Adjustment	***$145,349***								
Kindergarten Flex Classrooms									
Brekke	$1,826,734	$0	$0	$0	$0	$0	$929,436	$875,208	$1,804,644
McAuliffe	$1,923,049	$0	$0	$0	$0	$0	$748,075	$736,870	$1,484,946
Ramona	$1,502,138	$0	$0	$0	$0	$0	$145,568	$21,249	$166,816
Ritchen	$1,855,368	$0	$0	$0	$0	$0	$709,629	$766,903	$1,476,532
Total Kindergarten Flex Classrooms	***$7,107,289***	***$0***	***$0***	***$0***	***$0***	***$0***	***$2,532,708***	***$2,400,230***	***$4,932,938***
Kindergarten Annex Improvements									
Harrington	$2,586,699	$0	$0	$23,537	$105,337	$54,799	$1,820,503	$433,418	$2,437,594
Lemonwood	$860,386	$0	$0	$6,291	$9,885	$9,420	$7,522	$1,971	$35,089
Total Kindergarten Annex Improvements	***$3,447,085***	***$0***	***$0***	***$29,828***	***$115,222***	***$64,219***	***$1,828,025***	***$435,389***	***$2,472,683***
Ritchen New Special Day Classroom	$175,000	$0	$0	$9,011	$100,210	$0	$0	$0	$109,221
Marshall K-8 12 Classroom Addition	$11,422,558	$0	$0	$90,876	$568,904	$186,420	$4,066,075	$1,603,905	$6,516,180
Planning related to MPRs for P/P K-8 Schools	$175,000	$0	$0	$0	$210,687	($36,401)	($2,422)	$0	$171,863
Driffill MPR	$6,913,427	$0	$0	$0	$0	$0	$0	$36,963	$36,963
Technology Phase 1	$11,216,175	$1,282,311	$7,497,180	$2,164,519	$269,612	$920,735	$0	$0	$12,134,358
Technology Phase 2	$9,000,000	$0	$0	$0	$0	$65,689	$188,962	$27,497	$282,148
Program Planning	$150,474	$150,000	$474	$0	$0	$0	$0	$0	$150,474
Program Reserve	$6,742,205								
TOTAL	**$283,302,760**	**$9,691,666**	**$11,643,603**	**$21,391,694**	**$13,751,259**	**$21,623,508**	**$42,964,872**	**$11,960,328**	**$133,026,931**

Notes:

1. Fiscal Year 2018-19 expenditures are as of October 31, 2018

2. Budgets have been adjusted per the June 2018 Master Construct and Implementation Program approved by Board

3. Figures presented above are unaudited

SECTION 5

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated master budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure "R" and Measure "D" bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The integrated Program includes four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately $459.9 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an "all-in" master program budget that combines hard construction costs with anticipated soft costs (e.g., design fees, contractor's fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the June 2018 six-month review and provides recommended adjustments for the next six-month period. Adjustments include proposed budget increases previously approved by the Board to current projects including Lemonwood, Elm, Harrington Kindergarten Annex, McKinna, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, Ramona, and Ritchen, due to specific project construction needs and required professional services. Adjustments to planned improvements at McAuliffe and Ritchen elementary schools are also proposed to accommodate modernization improvements pursuant to the 2018 Modernization Assessment Plan and direction from the Board.

5.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 16 presents the Adopted Master Construct and Implementation Program Budget as of June 2018 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately $459.9 million funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Table 16: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	$ 18,055,496	$ 18,055,496	$ -	$ -	$ -
Series B	$ 25,266,398	$ 25,266,398	$ -	$ -	$ -
Series C	$ 15,578,000	$ 15,578,000	$ -	$ -	$ -
Series D	$ 30,160,000	$ 30,160,000	$ -	$ -	$ -
Total Measure "R" Bonds	**$ 89,059,894**				
Master Construct Authorization					
Series A	$ 80,725,000	$ -	$ 80,725,000	$ -	$ -
Series B	$ 13,693,719	$ -	$ 13,693,719	$ -	$ -
Series C	$ 8,400,000	$ -	$ -	$ 8,400,000	$ -
Series D	$ 15,100,000	$ -	$ -	$ 15,100,000	$ -
Series E	$ 24,000,000	$ -	$ -		$ 24,000,000
Total Master Construct Bonds	**$ 141,918,719**				
Certificates of Participation					
Series 2016	$ 7,606,764	$ 7,606,764	$ -	$ -	$ -
Total COP Proceeds	**$ 7,606,764**				
Measure "L" Authorization	$ 3,316,728	$ 3,316,728	$ -	$ -	$ -
State Bonds	$ 266,611	$ 266,611	$ -	$ -	$ -
Est. State Reimbursements**	$ 124,500,909	$ -	$ 62,796,196	$ 61,704,713	$ -
Est. Developer Fees	$ 65,512,306	$ 7,454,555	$ 11,461,271	$ 25,370,997	$ 21,225,483
Mello Roos Proceeds	$ 9,088,089	$ 9,088,089	$ -	$ -	$ -
State Reimbursements (Driffill)	$ 9,001,083	$ 9,001,083	$ -	$ -	$ -
Est. Interest Earnings	$ 9,629,499	$ 1,594,953	$ 442,091	$ 4,159,699	$ 3,432,757
Est. Total Sources	**$ 459,900,602**	**$ 127,388,677**	**$ 169,118,275**	**$ 114,735,410**	**$ 48,658,240**
Uses	**Est. Total**	**Phase 1**	**Phase 2**	**Phase 3**	**Phase 4**
Acquire New K-5 Elementary Site	$ 7,756,852	$ 7,756,852	$ -	$ -	$ -
Acquire New K-5/Middle School Site	$ 9,450,000	$ 700,000	$ 8,750,000	$ -	$ -
Construct Doris/Patterson K-5	$ 29,556,164	$ -	$ 3,546,740	$ 26,009,424	$ -
Construct Doris/Patterson 6-8	$ 49,057,213	$ -	$ 5,886,866	$ 43,170,347	$ -
Construct Seabridge K-5	$ 28,568,432	$ -	$ 28,568,432	$ -	$ -
Reconstruct Harrington Elementary	$ 23,846,732	$ 23,846,732	$ -	$ -	$ -
Reconstruct Elm Elementary	$ 29,954,714	$ 29,954,714	$ -	$ -	$ -
Reconstruct Lemonwood K-8	$ 39,873,403	$ 39,873,403	$ -	$ -	$ -
Reconstruct McKinna K-5	$ 31,507,869	$ -	$ 31,507,869	$ -	$ -
Reconstruct Marina West K-5	$ 32,175,006	$ -	$ 20,795,034	$ 11,379,972	$ -
Reconstruct Rose Avenue K-5	$ 30,680,582	$ -	$ 19,300,610	$ 11,379,972	$ -
Reconstruct Sierra Linda K-5	$ -	$ -	$ -	$ -	$ -
Marshall K-8 (CR)	$ 11,422,558	$ 11,422,558	$ -	$ -	$ -
Driffill K-8 (K/MPR)	$ 7,323,198	$ 409,771	$ 6,913,427	$ -	$ -
Chavez K-8 (SL/MPR)	$ 7,562,436	$ 649,009	$ -	$ -	$ 6,913,427
Curren K-8 (SL/MPR)	$ 7,511,757	$ 598,330	$ -	$ -	$ 6,913,427
Kamala K-8 (SL/MPR)	$ 7,532,550	$ 619,123	$ -	$ -	$ 6,913,427
McAuliffe ES (K/Modular/MPR/Support)	$ 3,990,926	$ 336,509	$ 1,923,049	$ -	$ 1,731,368
Brekke ES (K/Modular/MPR/Support)	$ 3,259,754	$ 276,090	$ 1,826,734	$ -	$ 1,156,930
Ritchen ES (K/Modular/MPR/Support)	$ 6,214,958	$ 631,837	$ 1,855,368	$ -	$ 3,727,753
Ramona ES (Modular/MPR/Support)	$ 3,549,763	$ -	$ 1,502,138	$ -	$ 2,047,625
Project 1 Adjustment	$ 145,349	$ 145,349	$ -	$ -	$ -
Fremont MS (SL/Gym)	$ 7,451,231	$ 1,893,796	$ -	$ -	$ 5,557,436
Haydock MS (SL/Gym)	$ 2,581,480	$ 1,081,480	$ -	$ -	$ 1,500,000
Planning for K-8 MPRs	$ 175,000	$ 175,000	$ -	$ -	$ -
Harrington CDC	$ 2,586,699	$ 2,586,699	$ -	$ -	$ -
Lemonwood CDC	$ 860,386	$ -	$ 860,386	$ -	$ -
Technology	$ 26,216,175	$ 11,216,175	$ 9,000,000	$ 6,000,000	$ -
Subtotal	$ 410,811,188	$ 134,173,427	$ 142,236,654	$ 97,939,715	$ 36,461,392
Brekke ES COP Lease Payments	$ 4,291,014	$ -	$ 1,419,606	$ 2,390,860	$ 480,548
Land Acquisition COP Lease Payments	$ 4,863,500	$ -	$ 480,000	$ 2,062,500	$ 2,321,000
Additional Program Expeditures	$ 4,519,836	$ -	$ 4,519,836	$ -	$ -
Subtotal	$ 13,674,350	$ -	$ 6,419,442	$ 4,453,360	$ 2,801,548
Program Reserve	$ 28,630,314	$ (6,784,750)	$ 13,677,429	$ 12,342,335	$ 9,395,300
Est. Total Uses	**$ 459,900,602**	**$ 134,173,427**	**$ 162,333,526**	**$ 114,735,410**	**$ 48,658,240**
Est. Ending Fund Balance	$ -				
Total Combined Master Budget	**$ 459,900,602**				

*Includes New Special Day Classroom

**Assumes State Aid financial hardship for Rose and Marina West

Phase 1 spans the period from FY2013-2017 and is underway. Phase 1 progress includes:

- completed improvements to kindergarten facilities at Ritchen, Brekke, McAuliffe, and Driffill schools, and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan
- purchase of the first of two planned elementary school sites to accommodate existing and future District enrollment
- occupancy of the newly constructed Harrington Elementary to replace the prior obsolete facility
- current construction of the new Lemonwood K-8 and Elm K-5 schools to replace older existing facilities
- completion of an early childhood development center/kindergarten annex at Harrington Elementary and current construction of a new grade 6-8 classroom building at Marshall
- completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site to accommodate existing and future enrollment
- deployment of State-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure "D" projects with the following progress and planned activities:

- current construction of McKinna, DSA submittal for the reconstruction of Rose Avenue school, and future construction of Rose Avenue classroom facilities
- design launch of the reconstruction of Marina West school and future construction of classroom facilities
- design approval from DSA, ongoing negotiations with the City of Oxnard, and future construction for the new Seabridge K-5 school
- completion of new kindergarten/flex classroom buildings at Brekke, McAuliffe, and Ritchen with Ramona to follow
- acquisition of a new Doris/Patterson K-5 and 6-8 school site and design and planning activities for the school site
- anticipated construction of a kindergarten annex at Lemonwood
- future construction of new MPR facility at Driffill elementary school
- upgrades to the technology program to maintain 21st Century Facilities standards and connectivity

The Program also incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new elementary and middle school sites.

Launching in 2021, Phase 3 completes the construction of the Doris Patterson K-5 and 6-8 schools and the reconstruction of Rose Avenue and Marina West K-5 schools. Phase 3 also includes an allowance for continued technology implementation. Also included are lease payments related to the District's outstanding Brekke and Doris/Patterson COPs.

Phase 4 also includes additional MPR improvements for remaining K-5 and K-8 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock. Also included are support facility improvements at Brekke, McAuliffe, Ramona, and Ritchen. COP payments are scheduled to continue in Phase 4, however, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District's lease payments for Doris/Patterson COPs for land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to repay or refund the outstanding COPs to either decrease or eliminate future payments, based on availability of funds at that time.

5.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 17 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to increase to approximately $463.9 million, based on increases in projected State aid revenues. Likewise, the combined total of expenditures and the recommended Program Reserve has increased to $463.9 million. Planned expenditures are projected to equal $422.3 million and Program Reserves are projected to increase to $33.6 million overall to accommodate expected increases in future program expenses. During this period, adjustments include proposed budget increases previously approved by the Board to current projects, including Elm, Harrington Kindergarten Annex, McKinna, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, Ramona, and Ritchen. Adjustments also include the proposed addition of the Driffill Kindergarten project to the Program. McAuliffe and Ritchen elementary school improvements are also proposed to accommodate their modernization, pursuant to the 2018 Facilities Modernization Assessment presented to the Board in September.

Table 17: Revised Master Construct & Implementation Program Budget

Sources	**Est. Total**	**Phase 1**	**Phase 2**	**Phase 3**	**Phase 4**
Measure "R"					
Series A	$ 18,055,496	$ 18,055,496	$ -	$ -	$ -
Series B	$ 25,266,398	$ 25,266,398	$ -	$ -	$ -
Series C	$ 15,578,000	$ 15,578,000	$ -	$ -	$ -
Series D	$ 30,160,000	$ 30,160,000	$ -	$ -	$ -
Total Measure "R" Bonds	**$ 89,059,894**				
Master Construct Authorization					
Series A	$ 80,725,000	$ -	$ 80,725,000	$ -	$ -
Series B	$ 13,693,719	$ -	$ 13,693,719	$ -	$ -
Series C	$ 8,400,000	$ -	$ -	$ 8,400,000	$ -
Series D	$ 15,100,000	$ -	$ -	$ 15,100,000	$ -
Series E	$ 24,000,000	$ -	$ -		$ 24,000,000
Total Master Construct Bonds	**$ 141,918,719**				
Certificates of Participation					
Series 2016	$ 7,606,764	$ 7,606,764	$ -	$ -	$ -
Total COP Proceeds	**$ 7,606,764**				
Measure "L" Authorization	$ 3,316,728	$ 3,316,728	$ -	$ -	$ -
State Bonds	$ 266,611	$ 266,611	$ -	$ -	$ -
Est. State Reimbursements**	$ 130,060,782	$ -	$ 13,614,746	$ 116,446,037	$ -
Est. Developer Fees	$ 65,814,554	$ 7,454,555	$ 11,763,519	$ 25,370,997	$ 21,225,483
Mello Roos Proceeds	$ 9,088,089	$ 9,088,089	$ -	$ -	$ -
State Reimbursements (Driffill)	$ 9,001,083	$ 9,001,083	$ -	$ -	$ -
Est. Interest Earnings	$ 7,797,984	$ 1,594,953	$ 2,000,610	$ 3,372,344	$ 830,077
Est. Total Sources	**$ 463,931,209**	**$ 127,388,677**	**$ 121,797,594**	**$ 168,689,378**	**$ 46,055,560**
Uses	**Est. Total**	**Phase 1**	**Phase 2**	**Phase 3**	**Phase 4**

Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	$ 7,756,852	$ 7,756,852	$ -	$ -	$ -
Acquire New K-5/Middle School Site	$ 9,450,000	$ 700,000	$ 8,750,000	$ -	$ -
Construct Doris/Patterson K-5	$ 29,556,164	$ -	$ -	$ 29,556,164	$ -
Construct Doris/Patterson 6-8	$ 49,057,213	$ -	$ -	$ 49,057,213	$ -
Construct Seabridge K-5	$ 28,568,432	$ -	$ 28,568,432	$ -	$ -
Reconstruct Harrington Elementary	$ 23,846,732	$ 23,846,732	$ -	$ -	$ -
Reconstruct Elm Elementary	$ 30,716,606	$ 30,716,606	$ -	$ -	$ -
Reconstruct Lemonwood K-8	$ 39,873,403	$ 39,873,403	$ -	$ -	$ -
Reconstruct McKinna K-5	$ 36,558,911	$ -	$ 36,558,911	$ -	$ -
Reconstruct Marina West K-5**	$ 30,680,582	$ -	$ 3,681,670	$ 26,998,912	$ -
Reconstruct Rose Avenue K-5**	$ 30,680,582	$ -	$ 3,681,670	$ 26,998,912	$ -
Reconstruct Sierra Linda K-5	$ -	$ -	$ -	$ -	$ -
Marshall K-8 (CR)	$ 11,422,558	$ 11,422,558	$ -	$ -	$ -
Driffill K-8 (K/MPR)	$ 9,391,259	$ 409,771	$ 2,068,061	$ 6,913,427	$ -
Chavez K-8 (SL/MPR)	$ 7,562,436	$ 649,009	$ -	$ -	$ 6,913,427
Curren K-8 (SL/MPR)	$ 7,511,757	$ 598,330	$ -	$ -	$ 6,913,427
Kamala K-8 (SL/MPR)	$ 7,532,550	$ 619,123	$ -	$ -	$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	$ 7,643,517	$ 336,509	$ 2,942,433	$ 4,364,575	$ -
Brekke ES (K/Modular/MPR/Support)	$ 3,305,561	$ 276,090	$ 1,872,541	$ -	$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	$ 7,917,148	$ 631,837	$ 2,968,163	$ 4,317,148	$ -
Ramona ES (Modular/MPR/Support)	$ 4,088,573	$ -	$ 2,040,948	$ -	$ 2,047,625
Project 1 Adjustment	$ 145,349	$ 145,349	$ -	$ -	$ -
Fremont MS (SL/Gym)	$ 7,451,231	$ 1,893,796	$ -	$ -	$ 5,557,436
Haydock MS (SL/Gym)	$ 2,581,480	$ 1,081,480	$ -	$ -	$ 1,500,000
Planning for K-8 MPRs	$ 175,000	$ 175,000	$ -	$ -	$ -
Harrington Kindergarten Annex	$ 3,075,863	$ 3,075,863	$ -	$ -	$ -
Lemonwood Kindergarten Annex	$ 860,386	$ -	$ 860,386	$ -	$ -
Technology	$ 11,216,175	$ 11,216,175	$ -	$ -	$ -
Subtotal	$ 408,626,321	$ 135,424,482	$ 93,993,215	$ 148,206,351	$ 31,002,272
Brekke ES COP Lease Payments	$ 4,291,014	$ -	$ 1,419,606	$ 2,390,860	$ 480,548
Land Acquisition COP Lease Payments	$ 4,863,500	$ -	$ 480,000	$ 2,062,500	$ 2,321,000
Additional Program Expeditures	$ 4,519,836	$ -	$ 4,519,836	$ -	$ -
Subtotal	$ 13,674,350	$ -	$ 6,419,442	$ 4,453,360	$ 2,801,548
Program Reserve	$ 33,594,733	$ (8,035,806)	$ 13,349,131	$ 16,029,667	$ 12,251,740
Est. Total Uses	**$ 463,931,209**	**$ 135,424,482**	**$ 113,761,789**	**$ 168,689,378**	**$ 46,055,560**
Est. Ending Fund Balance	$ -				
Total Combined Master Budget	**$ 463,931,209**				

*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

**Assumes State Aid financial hardship for Rose and Marina West

5.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 consists of the Measure "R" projects currently underway, including the construction of Harrington, Elm, Lemonwood and Marshall and all projects that have already been completed, including the acquisition of the Seabridge site and implementation of Project 1. Major adjustments to the Phase 1 budget are centered on additional construction and professional services costs associated with Lemonwood, Elm, and the Harrington Kindergarten Annex, which have been reviewed and approved by the Board since June 2018. In total, the Phase 1 budget has been increased by $1.25 million to reflect these adjustments. Any shortfalls to the Program Reserve were reduced from available local sources. Table 18 provides the total estimated cost for Phase 1 of approximately $135.4 million.

Table 18: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule June 2018	Schedule Dec 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Seabridge Elementary School	2013	2013	$7,756,852		$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	$700,000		$0
Subtotal				$8,456,852	$0
Design & Reconstruct Sites					
Harrington Elem. K-5	2013/14	2013/14	$23,846,732		$0
Lemonwood K-8	2014/18	2014/18	$39,873,403		$0
Elm Elem. K-5	2014/16	2014/16	$29,954,714	**$30,716,606**	$761,892
Subtotal				$94,436,740	$761,892
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14			
Ritchen			$631,837 **		$0
Brekke			$276,090		$0
McAuliffe			$336,509		$0
Driffill			$409,771		$0
Subtotal				$1,654,208	$0
Design & Construct Science Labs (Project 1)	2013/14	2013/14			
Chavez Science Labs K-8			$649,009		$0
Curren Science Labs K-8			$598,330		$0
Kamala Science Labs K-8			$619,123		$0
Haydock Science Labs 6-8 & Utility Upgrades			$1,081,480		$0
Fremont Science Labs 6-8 & Utility Upgrades			$1,893,796		$0
Subtotal				$4,841,738	$0
Project 1 Adjustment				$145,349	$0
Kindergarten Annex Improvements					
Harrington	2015	2015	$2,586,699	**$3,075,863**	$489,164
Subtotal				$3,075,863	$489,164
Planning for K-8 MPRs	2016	2016	$175,000		$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	$11,422,558		$0
Technology	2013/15	2013/15	$11,216,175		$0
Program Improvements Subtotal				$135,424,482	$1,251,056
Program Reserve			($6,784,750)	**($8,035,806)**	($1,251,056)
Program Improvements Total				$135,424,482	$1,251,056

*Current dollars
**Includes New Special Day Classroom

5.4 PHASE 2 MASTER BUDGET AND SCHEDULE

Phase 2 improvements includes the reconstruction of McKinna as well as the design and planning efforts associated with the reconstruction of Rose Avenue and Marina West. The construction of the new Seabridge K-5 is also planned during Phase 2. New Kindergarten/Flex classrooms are complete at Brekke, McAuliffe, and Ritchen with Ramona to follow in early 2019. Phase 2 also includes the construction of a kindergarten facility at Driffill and the construction of a Kindergarten Annex at Lemonwood. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites.

Major adjustments to the Phase 2 budget include additional construction and professional services costs associated with reconstruction of McKinna and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, Ramona, and Ritchen, due to specific project construction needs and required professional

services, which have been reviewed and approved by the Board since June 2018. Budget adjustments to accommodate the planning and design activities associated with the modernization efforts planned at McAuliffe and Ritchen elementary schools are also proposed. The planning and design efforts associated with the Doris Patterson K-5 and 6-8 projects are proposed to be moved from Phase 2 to Phase 3 to reflect the elongated timetable associated with completing the annexation process thru LAFCo. Moreover, the construction of the Driffill MPR, and construction activities for Rose Avenue and Marina West are also proposed for a later phase reflecting the anticipated delayed availability of State aid funds. Funding for the district wide technology implementation has been transferred to the District's general fund, in conformance with recent State requirements.

Table 19: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule June 2018	Schedule Dec 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	$8,750,000		$0
Subtotal				$8,750,000	$0
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2019/2023	**2021/2024**	$3,546,740	**$0**	($3,546,740)
Dorris Patterson 6-8	2019/2021	**2021**	$5,886,866	**$0**	($5,886,866)
Seabridge K-5	2018/2019	**2018/2020**	$28,568,432	**$28,568,432**	$0
Reconstruct School Sites: Master Construct					
Rose Avenue K-5 (Classrooms)	2018/2020	**2018/2021**	$19,300,610	**$3,681,670**	($15,618,940)
Marina West K-5 (Classrooms)	2018/2020	**2021/2022**	$20,795,034	**$3,681,670**	($17,113,364)
McKinna K-5	2017	2017	$31,507,869	**$36,558,911**	$5,051,042
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	$1,826,734	**$1,872,541**	$45,807
McAuliffe	2018	2018	$1,923,049	**$2,347,264**	$424,215
Ramona	2018	2018	$1,502,138	**$2,040,948**	$538,810
Ritchen	2018	2018	$1,855,368	**$2,379,461**	$524,093
Classroom/Library/MPR Modernizations					
McAuliffe (Planning/Design)*		**2019**	$0	**$ 595,169**	$ 595,169
Ritchen (Planning/Design)*		**2019**	$0	**$ 588,702**	$ 588,702
Construct K-8 Multipurpose Room					
Driffill	2019	**2021**	$6,913,427	**$0**	($6,913,427)
Construct Kindergarten Classrooms					
Driffill		**2019**	$0	**$2,068,061**	$2,068,061
Kindergarten Annex Improvements					
Lemonwood	2019	2019	$860,386		$0
Subtotal				$85,243,215	($39,243,439)
Technology	2018/2020	2018/2020	$9,000,000	0	($9,000,000)
Program Improvements Subtotal				$93,993,215	($48,243,439)
Program Reserve			$13,677,429	**$13,349,131**	($328,298)
Additional Facilties Expenditures	2018	2018	$4,519,836		
Program Lease Payments					
Brekke ES COP	2026	2026	$1,419,606		
COP for Land Acquistion	2026-29	2026-29	$480,000		
Subtotal				$6,419,442	$0
Program Improvements Total				$113,761,789	($48,571,737)

*Current dollars

Table 19 provides the total estimated cost for Phase 2 of approximately $113.8 million with the balance of the variance associated with the transfer of prior projects to subsequent phases.

5.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes the reconstruction of both Rose Avenue and Marina West and the design and construction of Doris/Patterson K-5 and 6-8 schools. Although originally scheduled to commence in Phase 2, the design of the Doris/Patterson K-5 and 6-8 schools has been delayed due to the prolonged process of acquiring the site and annexing the parcel into the City of Oxnard through LAFCo. Construction activities associated with the planned modernization improvements at McAuliffe and Ritchen are also proposed as well as the construction of a multipurpose room/gym at Driffill which has been moved to Phase 3 to accommodate the construction of the Driffill Kindergarten Construction project. Continued technology implementation district wide is assumed to be funded from other local sources outside of the Program. Phase 3 accounts for continued lease payments related to the District's outstanding Brekke and Doris/Patterson COPs. Table 20 provides a summary of the proposed Phase 3 budget and schedule totaling approximately $168.7 million.

Table 20: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule June 2018	Schedule Dec 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2019/2023	**2021/2024**	$26,009,424	**$29,556,164**	$3,546,740
Dorris Patterson 6-8	2019/2021	**2021**	$43,170,347	**$49,057,213**	$5,886,866
Rose Avenue	2018/2021	2018/2021	$11,379,972	**$26,998,912**	$15,618,940
Marina West	2018/2021	**2021/2022**	$11,379,972	**$26,998,912**	$15,618,940
Seabridge K-5	2018/2019	**2018/2021**	$0	**$0**	$0
Classroom/Library/MPR Modernizations					
McAuliffe (Construction)**		**2021**	$0	**$4,364,575**	$4,364,575
Ritchen (Construction)**		**2021**	$0	**$4,317,148**	$4,317,148
Construct K-8 Multipurpose Room					
Driffill	2019	**2021**	$0	**$6,913,427**	$6,913,427
Subtotal				$148,206,351	$49,353,209
Technology	2025	2025	$6,000,000	$0	($6,000,000)
Program Improvements Subtotal				$148,206,351	$49,353,209
Program Reserve			$12,342,335	**$16,029,667**	$0
Program Lease Payments					
Brekke ES COP	2026	2026	$2,390,860		$0
COP for Land Acquistion	2026-29	2026-29	$2,062,500		$0
Subtotal				$4,453,360	$0
Program Improvements Total				$168,689,378	$49,353,209

*Current dollars

**Construction is dependent on the receipt of State aid joint funding

5.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 provides additional MPR improvements for remaining K-5 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock and Fremont. The completed modernization facilities assessment for McAuliffe and Ritchen determined that the originally planned MPR and academic program space improvements are no longer needed and have therefore been removed from Phase 4.

However, efforts are planned to be completed for McAuliffe and Ritchen during Phase 3 and will include 21st century classroom and library modernizations, HVAC upgrades, as well as some MPR and support space improvements. Construction of new multipurpose room/gyms will be undertaken at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District's lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. As summarized in Table 21, Phase 4 completes the Master Construct and Facilities Implementation Program totaling an estimated $46.1 million.

Table 21: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule June 2018	Schedule Dec 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct Academic Program Space: Master Construct					
Brekke	2026	2026	$459,373		$0
McAuliffe	2026		$290,643	**$0**	($290,643)
Ramona	2026	2026	$292,151		$0
Ritchen	2026		$457,865	**$0**	($457,865)
Construct Gym & Modernize MPR					
Fremont	2026	2026	$5,557,436		$0
Modernize MPR					
Haydock	2026	2026	$1,500,000		$0
Modernize K-5 Multipurpose Rooms					
Brekke	2029	2029	$697,557		$0
McAuliffe	2029		$1,440,725	**$0**	($1,440,725)
Ramona	2029	2029	$1,755,474		$0
Ritchen	2029	2029	$3,269,888	**$0**	($3,269,888)
Construct K-8 Multipurpose Rooms					
Chavez	2027	2027	$6,913,427		$0
Curren	2026	2026	$6,913,427		$0
Kamala	2026	2026	$6,913,427		$0
Subtotal				$31,002,272	($5,459,121)
Program Improvements Subtotal				$31,002,272	($5,459,121)
Program Reserve			9,395,300	**$12,251,740**	$2,856,440
Program Lease Payments					
Brekke ES COP	2026	2026	$480,548		$0
COP for Land Acquistion	2026-29	2026-29	$2,321,000		$0
Subtotal				$2,801,548	$0
Program Improvements Total				$46,055,560	($2,602,680)

*Current dollars

As reported in June 2018, the reconstruction of Sierra Linda is dependent on the use of State hardship funding and the availability of future new construction pupil grants. At this time, the 775 pupil grants required to fund Sierra Linda would need to come from anticipated residential development in the area resulting in either additional pupil grants or increased developer fee collections to fund proposed improvements to the Sierra Linda K-5 school site.

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 22 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21st century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District's educational program.

For projects currently under implementation, several schedule changes are presented. For the Lemonwood Kindergarten Annex Project, the previously reported June 2019 occupancy date has been adjusted to February 2020. The initiation of this project is programmed to start following the completion of the Lemonwood K-8 reconstruction project. The Lemonwood K-8 Reconstruction project, due to various unforeseen site and associated conditions has experienced a 9-month project impact which is currently forecast for occupancy in April 2019.

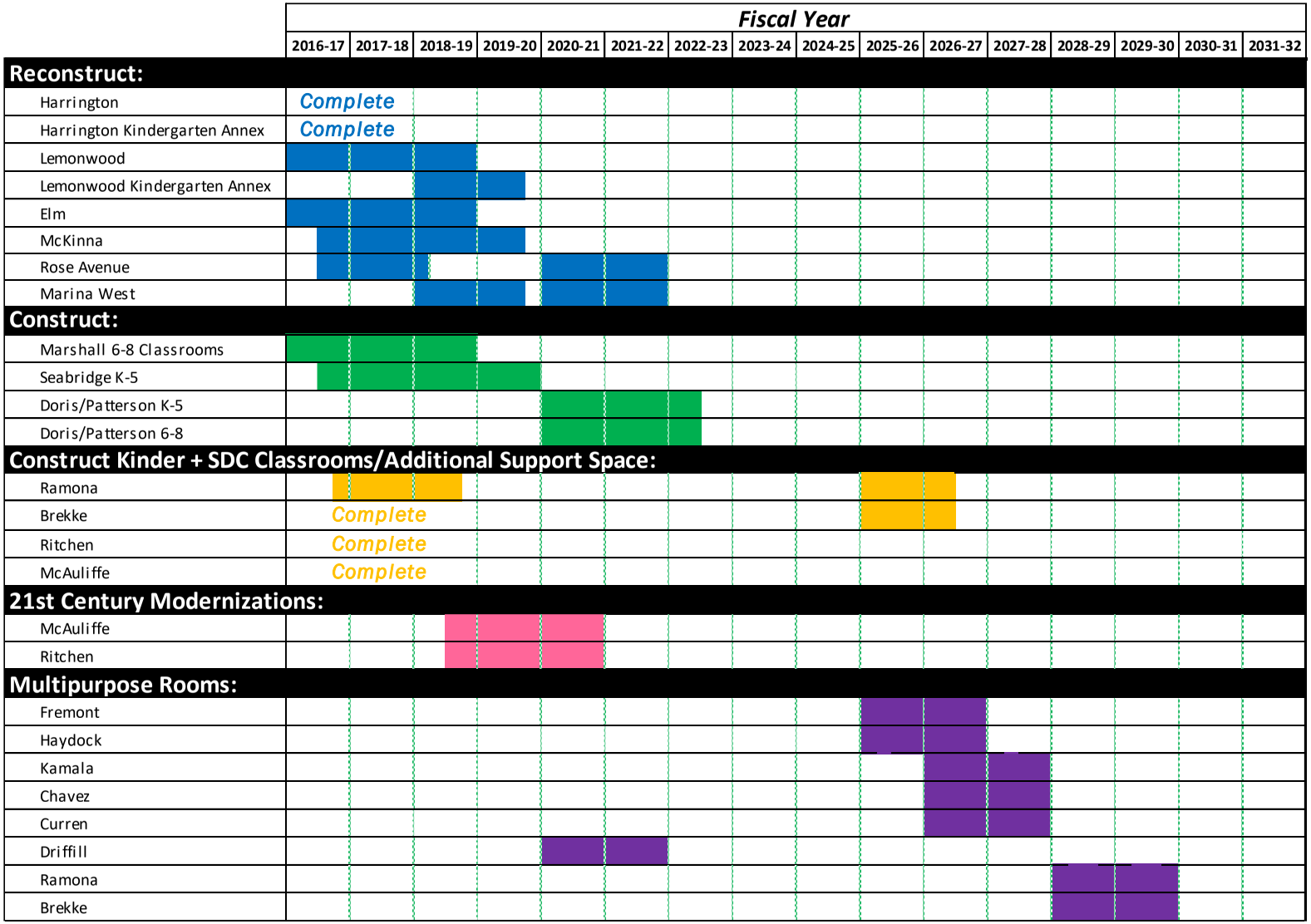
At Marshall, the previously reported occupancy of October 2018 has been adjusted to February 2019 due to plan revisions required by the Department of the State Architect during construction based on on-site inspector reviews.

For the McKinna Reconstruction project, the previously reported occupancy of December 2019 has been adjusted to February 2020. This change in project end date is due to additional time that was needed to negotiate the GMP and execute the LLB construction contract.

For the kindergarten/flex projects at Brekke, McAuliffe, and Ritchen, the projects were completed for occupancy in November 2018, a change from the previously reported August 2018 date due to various unforeseen site conditions previously identified in this report. Lastly, the anticipated occupancy date for the Kindergarten/Flex project at Ramona has been adjusted to February 2019 from the previously reported November 2018 date due delays in procuring DSA approvals for previous construction at the site.

The addition of 21st century modernization improvements at McAuliffe and Ritchen have been added to the schedule with planning and design activities to commence in Fiscal Year 2018-19 and construction to be implemented in Fiscal Year 2020-21. Implementation of the Doris Patterson K-5 and 6-8 projects are proposed to be moved to later phases beginning in Fiscal Year 2020-21 due to LAFCo permitting schedules. Moreover, the reconstruction of Marina West, construction of the Driffill MPR/Gym, and construction activities for Rose Avenue are also proposed for a later phase beginning in Fiscal Year 2020-21 to accommodate delays in State aid reimbursements. The Driffill Kindergarten Facility has also been added following notification from the State that an application for the project had been approved by OPSC for funding and pre-construction activities are underway with construction of the facility to commence over the next six-month period.

Table 22: Summary Schedule



Based on the identified phasing plan, Table 23 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately $177.7 million.

Table 23: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Reconstruct:			
Harrington Kindergarten Annex	Nov-2014	Jul-2018	$3,075,863
Lemonwood K-8	Feb-2013	Apr-2019	$39,873,403
Lemonwood Kindergarten Annex	Nov-2014	**Feb-2020**	$860,386
Elm K-5	Jul-2013	Jun-2019	$30,716,606
Construct:			
Marshall 6-8 Classroom Building	Dec-2014	**Feb-2019**	$11,422,558
Seabridge K-5	Jan-2017	Apr-2020	$28,568,432
McKinna K-5	Jan-2017	**Feb-2020**	$36,558,911
Rose Avenue K-5**	Jan-2017	Aug-2018	$3,681,670
Marina West K-5**	July 2018	**Jul-2019**	$3,681,670
Construct Kinder + SDC Classrooms:			
Ramona	Jul-2017	**Feb-2019**	$2,040,948
Brekke	Jul-2017	**Nov-2018**	$1,872,541
Ritchen	Jul-2017	**Nov-2018**	$2,379,461
McAuliffe	Jul-2017	**Nov-2018**	$2,347,264
21st Century Modernizations:			
McAuliffe**	**Jan-2019**	**Jan-2020**	$595,169
Ritchen**	**Jan-2019**	**Jan-2020**	$588,702
Planning/Land Acquisition:			
Doris/Patterson LAFCO Planning	Jul-2015	Mar-2019	$700,000
Doris/Patterson Acquire Land*	Feb-2016	Apr-2018	$8,750,000
		Total	**$177,713,585**

**Funded out of District's 2016 COP issuance*

***Planning/Design portion of project budget*

SECTION 6

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this December 2018 update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
16-May-18	C.3	Approval of WAL #6 for Rincon Consultants Inc. regarding the Brekke, McAuliffe and Ritchen Kindergarten Flex Projects	WAL #6 to agreement #13-131 for Rincon Consultants Inc. provides for Environmental Support Services during construction	Approved
16-May-18	C.4	Approval of WAL #7 for NV5 West Inc. regarding the Seabridge K-5 School Project	WAL #7 to agreemenr #13-154 for NV5 West Inc. provides for Geotechnical Engineering Services during construction	Approved
16-May-18	C.5	Approval of Amendment #006 for Dougherty and Dougherty regarding the Harrington ECDC Project	Amenemdnet #006 to agreement #12-240 provides for Additional Architectural Services	Approved
16-May-18	D.4	Approval of Change Order #011 for Swinerton Builders for the Lemonwood K-8 School Reconstruction	Change Order #011 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
6-Jun-18	C.4	Approval if WAL #1S for KENCO Construction Services regarding the Elm Elementary School Rconstruction Project	WAL #1S to agreement #13-128 provideesfor Inspector of Record Services	Approved
6-Jun-18	C.5	Approval of WAL #5S for Earth Systems Pacific regarding the Marshall New Classroom Building	WAL #5S to agreement #13-122 provides for Material Testing and Inspection Services	Approved
6-Jun-18	C.6	Approval of WAL #7 for Rincon Consultants Inc. regarding the MCKinna Reconstruction Project	WAL #7 to agreement #13-131 provides for Environmental Support Services	Approved
6-Jun-18	C.7	Ratification of WAL #7S for Earth Systems Pacific regarding the Harrington ECDC Project	WAL #7S to agreement #13-122 provides for Geotechnical Observation and Testing Services	Approved
6-Jun-18	C.8	Approval of Contractor Contingency Allocation #001 for Viola Constructors Inc. regarding the Brekke Kinder/Flex Project	Contractor Contingency Allocation #001 to agreement #17-209 is a COST to the Contractor Contingency line item for additional items of work	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
6-Jun-18	C.9	Approval of Contractor Contingency Allocation #001 for Viola Constructors Inc. regarding the McAuliffe Kinder/Flex Project	Contractor Contingency Allocation #001 to agreement #17-212 is a COST to the Contractor Contingency line item for additional items of work	Approved
6-Jun-18	C.10	Approval of Contractor Contingency Allocation #001 for Viola Constructors Inc. regarding the Ritchen Kinder/Flex Project	Contractor Contingency Allocation #001 to agreement #17-218 is a COST to the Contractor Contingency line item for additional items of work	Approved
6-Jun-18	D.2	Approval of Change Order #001 for Bernards Bros Inc. regarding the Elm Elementary School Reconstruction Project	Change Order #001 to agreement #16-199 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
20-Jun-18	C.16	Approval of Land Use Convenant (LUC) With the Department of Toxic Substances Control (DTSC) for the Doris Patterson Site	The Land Use Covencant as approved by the Board of Trustees authorizes the Superintendnet or his designee to execute and enter into the LUC with DTSC	Approved
20-Jun-18	C.17	Approval of Resolution #17-42 Making Environamental Findings in Connection with the Rose Avenue Elementary School Project	Resolution #17-42 authorizes environmental findings at the Rose Avenue Elementary School Project	Approved
20-Jun-18	C.18	Approval of WAL #4 for Knowland Construction Services regarding the McKinna Elementary School Reconstruction Project	WAL #4 to agreement #13-129 provides for Inspector of Record Services	Approved
20-Jun-18	C.19	Approval of WAL #8 for Rincon Consultants regarding the Brekke Kinder/Flex Project	WAL #8 to agreement #13-131 provides for Environmental Support Services	Approved
20-Jun-18	C.20	Approval of WAL #8 for NV5 West Inc. regarding the McKinna Elementary School Reconstruction Project	WAL #8 to agreement #13-154 provides for Construction Phase Geotechnical Engineering, Material Testing and Inspection Services	Approved
20-Jun-18	C.21	Approval of WAL #9 for Rincon Consultants Inc. regarding the McAuliffe Kinder/Flex Project	WAL #9 to agreement #13-131 provides for Environmental Support Services	Approved
20-Jun-18	C.22	Approval of WAL #10 for Rincon Consultatns Inc. regarding the Ritchen Kinder/Flex Project	WAL #10 to agreement #13-131 provides for Environmental Support Services	Approved
20-Jun-18	C.25	Approval of Amendment #001 for Flewelling and Moody regarding the Ritchen Kinder/Flex Project	Amendment #001 to agreement #17-116 provides for additional archetectural and engineering services	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
20-Jun-18	D.6	Consideration and Approval of Resolution #17-46 between the District and IBI Group regarding the Rose Avenue Elementary School Reconstruction Project	Approval of the Architectural Drawings by IBI Group for the Rose Avenue Reconstruction Project. Followed by submittal of the drawings to the Division of the State Architect and the California Department of Education for administrative review.	Approved
20-Jun-18	D.8	Approval of Amendment #001 for Bernards Bros regarding the McKinna K-5 Reconstruction Project	Amendment #001 to agreement #17-41, #17-42, and #17-43 provides the Guaranteed Maximum Price and scope of work for the project	Approved
8-Aug-18	C.3	Approval and Adoption of the June 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The Semi-Annual Implementation Program Update reflects conditions of the District's Program between January and the time of the report's publishing in June 2018	Approved
8-Aug-18	C.4	Approval of WAL #7 to Construction Testing and Engineering Inc. regarding the Elm Elementary School Reconstruction Project	WAL #7 to agreement #13-124 provides for a Full-Time Deputy Inspector to Assist at the project	Approved
8-Aug-18	C.5	Approval of WAL #11 for Rincon Consultatnts Inc. regarding the Ramona Kinder/Flex Project	WAL #11 to agreement #13-131 provides for Environmental Support Services	Approved
8-Aug-18	C.6	Approval of WAL #14 for ATC Group Services LLC regarding the Lemonwood Reconstruction Project	WAL #14 to agreement #13-135 provides for as Needed Hazardous Materials Testing and Oversight	Approved
8-Aug-18	C.7	Approval of WAL #14 for Earth Systems Pacific regarding the Ramona Kinder/Flex Project	WAL #14 to agreement #13-122 provides for Construction Phase Geotechnical Engineering Services and Materials Inspection and Testing Services	Approved
8-Aug-18	C.8	Ratification of Change Order #012 for Swinerton Builders regarding the Lemonwood K-8 Reconstruction Project	Change Order #012 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
8-Aug-18	C.9	Ratification of Change Order #013 for Swinerton Builders regarding the Lemonwood K-8 Reconstruction Project	Change Order #013 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
8-Aug-18	C.10	Ratification of Change Order #001 for Ardalan Construction Company regarding the Harrington ECDC Project	Change Order #001 to agreement #17-139 provides for additional scope of work requested by the District	Approved
8-Aug-18	C.11	Ratification of Change Order #002 for Ardalan Construction Company regarding the Harrington ECDC Project	Change Order #002 to agreement #17-139 provides for additional scope of work requested by the District	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
8-Aug-18	C.12	Approval of Change Order #001 for Viola Constructors Inc. regarding the Brekke Kinder/Flex Project	Change Order #001 to agreement #17-209 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
8-Aug-18	C.13	Approval of Change Order #001 for Viola Constructors Inc. regarding the McAuliffe Kinder/Flex Project	Change Order #001 to agreement #17-212 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
8-Aug-18	C.14	Approval of Change Order #001 for Viola Constructors Inc. regarding the Ritchen Kinder/Flex Project	Change Order #001 to agreement #17-218 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
8-Aug-18	C.15	Approval of Change Order #002 for Viola Constructors Inc. regarding the Ritchen Kinder/Flex Project	Change Order #001 to agreement #17-218 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
22-Aug-18	C.3	Approval of WAL #9 for NV5 West Inc. regarding the Seabridge New School	WAL #9 to agreement #13-154 provides for Environmental Support Services	Approved
22-Aug-18	C.4	Approval of WAL #12 for Rincon Consultatants regarding the McAuliffe Kinder/Flex Project	WAL #12 to agreement #13-131 provides for Environmental Support Services	Approved
22-Aug-18	C.5	Approval of WAL #13 for Rincon Consultatants regarding the Ritchen Kinder/Flex Project	WAL #13 to agreement #13-131 provides for Environmental Support Services	Approved
22-Aug-18	C.6	Approval of WAL #14 for Rincon Consultatants regarding the Rose Avenue Elementary School Reconstruction Project	WAL #14 to agreement #13-131 provides for Environmental Support Services	Approved
22-Aug-18	C.7	Approval of Contractor Contingency Allocation #002 for Bernards Bros regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #001 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved
5-Sep-18	C.3	Approval of WAL #5 for Knowland Construction Services Inc. regarding the Ramona Kinder/Flex Project	WAL #5 to agreement #13-129 provides for Inspector of Record Services	Approved
5-Sep-18	C.4	Approval of WAL #8 for MNS Engineers regarding the McKinna Elementary School Reconstruction Project	WAL #8 to agreement #13-126 provides for Survey Services	Approved
5-Sep-18	C.5	Approval of Amendment #005 for SVA Architects regarding the Lemonwood K-8 School Reconstruction Project	Amendment #005 to agreement #13-231 provides for Additional Architectural Services	Approved
5-Sep-18	C.6	Approval of Amendment #007 for Dougherty and Dougherty regarding the Harrington ECDC Project	Amendment #007 to agreement #12-240 provides for Additional Archetectural and Engineering Services	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
5-Sep-18	C.7	Approval of Amendment #005 for SVA Architects regarding the Elm Elementary School Reconstruction Project	Amendment #005 to agreement #13-121 provides for Additional Architectural Services	Approved
5-Sep-18	C.8	Approval of Contractor Contingency Allocation #003 for Bernards Bros Inc. regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #003 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved
5-Sep-18	D.4	Approval of Amendment #001 for Viola regarding the Ramona Kinder/Flex Project	Amendment #001 to agreements #17-215, #17-216, and #17-217 provide the Guaranteed Maximum Price and scope of work for the project	Approved
5-Sep-18	D.5	Approval of Emergency Resolution #18-10 and Ratification of Change Order #001 for Viola Constructors regarding the McAuliffe Kinder/Flex Project	Emergency Resolution #18-10 and Change Order #001 to agreement #17-212 provide for the haul-off of contaminated soils to a landfill, in compliance with the State of California, Department of toxic Substances Control	Approved
5-Sep-18	D.6	Approval of Emergency Resolution #18-11 and Ratification of Change Order #002 for Viola Constructors regarding the Ritchen Kinder/Flex Project	Emergency Resolution #18-11 and Change Order #002 to agreement #17-218 provide for the haul-off of contaminated soils to a landfill, in compliance with the State of California, Department of toxic Substances Control	Approved
19-Sep-18	C.3	Approval of Amendment #006 for SVA Architects regarding the Lemonwood K-8 Reconstruction Project	Amendment #006 to agreement #12-231 provides Additional Architectural Services for the project	Approved
19-Sep-18	C.4	Approval of Amendment #001 for IBI Group regarding the Rose Avenue School Reconstruction Project	Amendment #001 to agreement #17-49 provides Additional Architectural Services for the project	Approved
19-Sep-18	C.5	Approval of Change Order #003 for Ardalan Construction Company regarding the Harrington ECDC Project	Change Order #003 to agreement #17-139 provides for additional scope of work requested by the District	Approved
19-Sep-18	C.6	Approval of Change Order #003 for Viola Constructors Inc. regarding the Ritchen Kinder/Flex Project	Change Order #003 to agreement #17-218 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
19-Sep-18	C.7	Approval of Change Order #014 for Swinerton Builders regarding the Lemonwood K-8 Reconstruction Project	Change Order #014 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
19-Sep-18	C.8	Approval of Contractor Contingency Allocation #001 for Bernards Bros Inc. regarding the Elm Elementary School Reconstruction Project	Contractor Contngency Allocation #001 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
19-Sep-18	C.9	Approval of Contractor Contingency Allocation #002 for Viola Constructors Inc. regarding the Brekke Kinder/Flex Project	Contractor Contngency Allocation #002 to agreement #17-209 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Sep-18	C.10	Approval of Contractor Contingency Allocation #004 for Bernards Bros Inc. regarding the Marshall New Classroom Building Project	Contractor Contngency Allocation #004 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Sep-18	C.11	Approval of WAL #6S for Earth Systems regarding the Marshall New Classroom Building Project	WAL #6S to agreement #13-122 provides for Geotechnical Observation and Testing Services	Approved
19-Sep-18	C.12	Approval of WAL #14S for Rincon Consultants Inc. regarding the Rose Avenue Elementary School Reconstruction Project	WAL #14S to agreement #13-131 provides for Environmental Support Services	Approved
19-Sep-18	D.1	Ratification of Change Order #002 for Bernards Bros Inc. regarding the Elm Elementary School Reconstruction Project	Change Order #002 to agreement #16-199 provides for work related to unforeseen conditions or additional scope of work requested by the District	Approved
10-Oct-18	C.3	Approval of WAL #15 for Earth Systems Pacific regarding the Harrington ECDC Project	WAL #15 to agreement #13-122 provides for Geotechnical Observation and Testing Services	Approved
10-Oct-18	C.4	Approval of WAL #6 for Knowland Construction Services regarding the Harrington ECDC Project	WAL #6 to agreement #13-129 provides for Inspector of Record Services	Approved
10-Oct-18	D.1	Approval of Resolution #18-14 Acknowledging the Submission of a Use of Grants Application fo the Office of Public School Construction for the New Seabridhe K-5 School Project	Acknowledgment by the Oxnard School District and Board of Trustees of the Submissionn of a Use of Grants Application and Acknowledgment that said submission will request the diversion of Eligibla Pupil Grants from other projects to the New Seabridge K-5 School Project	Approved
10-Oct-18	D.2	Approval of Resolution #18-15 Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List"	Approval of Resolution #18-15 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for the New Seabridge School Project	Approved
10-Oct-18	D.3	Approval of Contractor Contingency Allocation #005 for Bernards Bros Inc. regarding the Marshall New Classroom Building Project	Contractor Contngency Allocation #005 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
10-Oct-18	D.5	Approval of Contractor Contingency Allocation #002 for Bernards Bros regarding the Elm Elementary School Reconstruction Project	Contractor Contngency Allocation #002 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Oct-18	C.3	Approval of WAL #2S for NV5 West Inc. regarding the Lemonwood Reconstruction Project	WAL #2S to agreement #13-130 provides for Inspector of Record Services	Approved
24-Oct-18	C.4	Approval of WAL #10 to NV5 West Inc. regarding the Marshall New Classroom Building Project	WAL #10 to agreement #13-130 provides for Inspector of Record Services	Approved
24-Oct-18	C.5	Approval of Contractor Contingency Allocation #003 for Bernards Bros Inc. regarding the Elm Elementary School Reconstruction Project	Contractor Contngency Allocation #003 to agreement #16-199 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Oct-18	C.6	Approval of Contractor Contingency Allocation #006 for Bernards Bros regarding Marshall New Building Project	Contractor Contngency Allocation #005 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: January 16, 2019

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 _____

Adoption of Resolution #18-19 to Provide Against Loss of Funds Due to Emergency Closures of the District's State Preschool Programs During the Hill & Woolsey Fires (Penanhoat/Valdes)

The Hill & Woolsey Fires that started on November 8, 2018 created unsafe conditions related to air quality and impassable roads that necessitated emergency closure of school sites and state preschool programs on November 9, 2018.

Education Code Section 8271 provides against loss of funds due to circumstances out of the control of State Preschool contractors, including flooding, power outages, and other storm-related situations. Per California Department of Education (CDE) Management Bulletin 10-09, in order to provide against loss of funding for those instructional days the Board of Trustees of the District must adopt a Resolution stating the nature of the emergency and its effect on program operations. Said Resolution must then be submitted to CDE's Early Education and Support Division.

Without approval of this Resolution, the district would experience a loss of preschool program funding as follows: daily reimbursement rate of $29.90 x 1 day x 266 students = **$7,953.40**.

Resolution #18-19 is provided herewith for the Board's consideration.

FISCAL IMPACT

Potential loss of preschool program reimbursement in the amount of $7,953.40.
No fiscal impact if Resolution #18-19 is adopted and received by CDE.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Early Childhood Education, that the Board of Trustees adopt Resolution # 18-19 and authorize its submission to CDE's Early Education and Support Division.

ADDITIONAL MATERIAL

Attached: Resolution # 18-19 (8 pages)

Resolution No. 18-19

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO PROVIDE AGAINST LOSS OF FUNDS DUE TO EMERGENCY SCHOOL CLOSURES AFFECTING THE DISTRICT'S STATE PRESCHOOL PROGRAMS DURING THE HILL & WOOLSEY FIRES

WHEREAS, the Hill & Woolsey Fires started in the County of Ventura on November 8, 2018, and caused issues related to smoke, air quality and impassable roads affecting students and staff of the Oxnard School District the ("District"); and

WHEREAS, the air quality and dangerous conditions caused the schools, buildings and structures to be closed down for the safety of students and staff on the following date: November 9, 2018*;* and

WHEREAS, Education Code Section 8271 provides against loss of funds due to circumstances out of the control of State Preschool contractors, including flooding, power outages, and other storm-related situations; and

WHEREAS, California Department of Education Management Bulletin 10-09 states that in the event that operating agencies are unable to operate due to circumstances beyond the control of the operating agency, including earthquakes, floods, or fires, such programs shall not be penalized for incurred program expenses nor in subsequent budget allocations; and

WHEREAS, Daily Attendance information for the week prior to the school closure is incorporated herein as Exhibit "A", as required by California Department of Education Management Bulletin 10-09; and

WHEREAS, circumstances beyond the control of operating contractors include, but are not necessarily limited to, earthquakes, floods, fires, epidemics, impassable roads, the imminence of a major health or safety hazard, as determined by the local health department or law enforcement agency, a strike affecting transportation services for children provided by a non-agency entity, incomplete facility renovations authorized by the California Department of Education, pursuant to California Department of Education Code sections 8277.1 and 8277.2, and/or State of California Budget impasse; and

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees ("Board") of the Oxnard School District has determined that for one or more of the reasons set forth above an emergency existed as a result of the Hill & Woolsey Fires and justified emergency closure of school sites and facilities; and

BE IT FURTHER RESOLVED THAT, upon the Board's approval of this Resolution, the Assistant Superintendent, Business & Fiscal Services and Director, Early Childhood Education of the District will submit the fully executed Resolution to the Early Education and Support Division (EESD) of the California Department of Education (CDE) for review and processing.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 16th day of January, 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, Monica Madrigal Lopez, 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 #18-19 adopted at a regular meeting place thereof on the 16th day of January, 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: January 16, 2019

_____

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

EXHIBIT "A"

Oxnard School District
Early Childhood Education Programs
Attendance Report

November 1, 2018

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	40	3	0	43
Harrington State Preschool	22	1	0	23
McKinna State Preschool	44	1	0	45
Ritchen State Preschool	37	3	0	40
Rose Avenue State Preschool	39	5	0	44
San Miguel State Preschool	33	4	0	37
Sierra Linda State Preschool	21	1	0	22
Grand Totals	236	18	0	254

Oxnard School District
Early Childhood Education Programs
Attendance Report

November 5, 2018

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	40	3	0	43
Harrington State Preschool	21	2	0	23
McKinna State Preschool	43	2	0	45
Ritchen State Preschool	38	2	0	40
Rose Avenue State Preschool	40	4	0	44
San Miguel State Preschool	34	3	0	37
Sierra Linda State Preschool	21	1	0	22
Grand Totals	237	17	0	254

Oxnard School District
Early Childhood Education Programs
Attendance Report

November 6, 2018

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	41	2	0	43
Harrington State Preschool	20	3	0	23
McKinna State Preschool	45	0	0	45
Ritchen State Preschool	36	4	0	40
Rose Avenue State Preschool	44	0	0	44
San Miguel State Preschool	37	1	0	38
Sierra Linda State Preschool	22	0	0	22
Grand Totals	245	10	0	255

Oxnard School District
Early Childhood Education Programs
Attendance Report

November 7, 2018

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	41	2	0	43
Harrington State Preschool	20	3	0	23
McKinna State Preschool	44	1	0	45
Ritchen State Preschool	35	5	0	40
Rose Avenue State Preschool	40	4	0	44
San Miguel State Preschool	36	2	0	38
Sierra Linda State Preschool	19	3	0	22
Grand Totals	235	20	0	255

Oxnard School District
Early Childhood Education Programs
Attendance Report

November 8, 2018

	Days Present	Excused Absences	Unexcused Absences	Enrollment Days
Driffill State Preschool	42	1	0	43
Harrington State Preschool	21	2	0	23
McKinna State Preschool	43	2	0	45
Ritchen State Preschool	37	3	0	40
Rose Avenue State Preschool	42	2	0	44
San Miguel State Preschool	37	1	0	38
Sierra Linda State Preschool	22	0	0	22
Grand Totals	244	11	0	255

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 01/16/19

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 _____

ENROLLMENT REPORT (Penanhoat)

District enrollment as of November 30, 2018 was 16,127. This is 479 less than the same time last year.

District enrollment as of December 14, 2018 was 16,154. This is 395 less than the same time last year.

FISCAL IMPACT

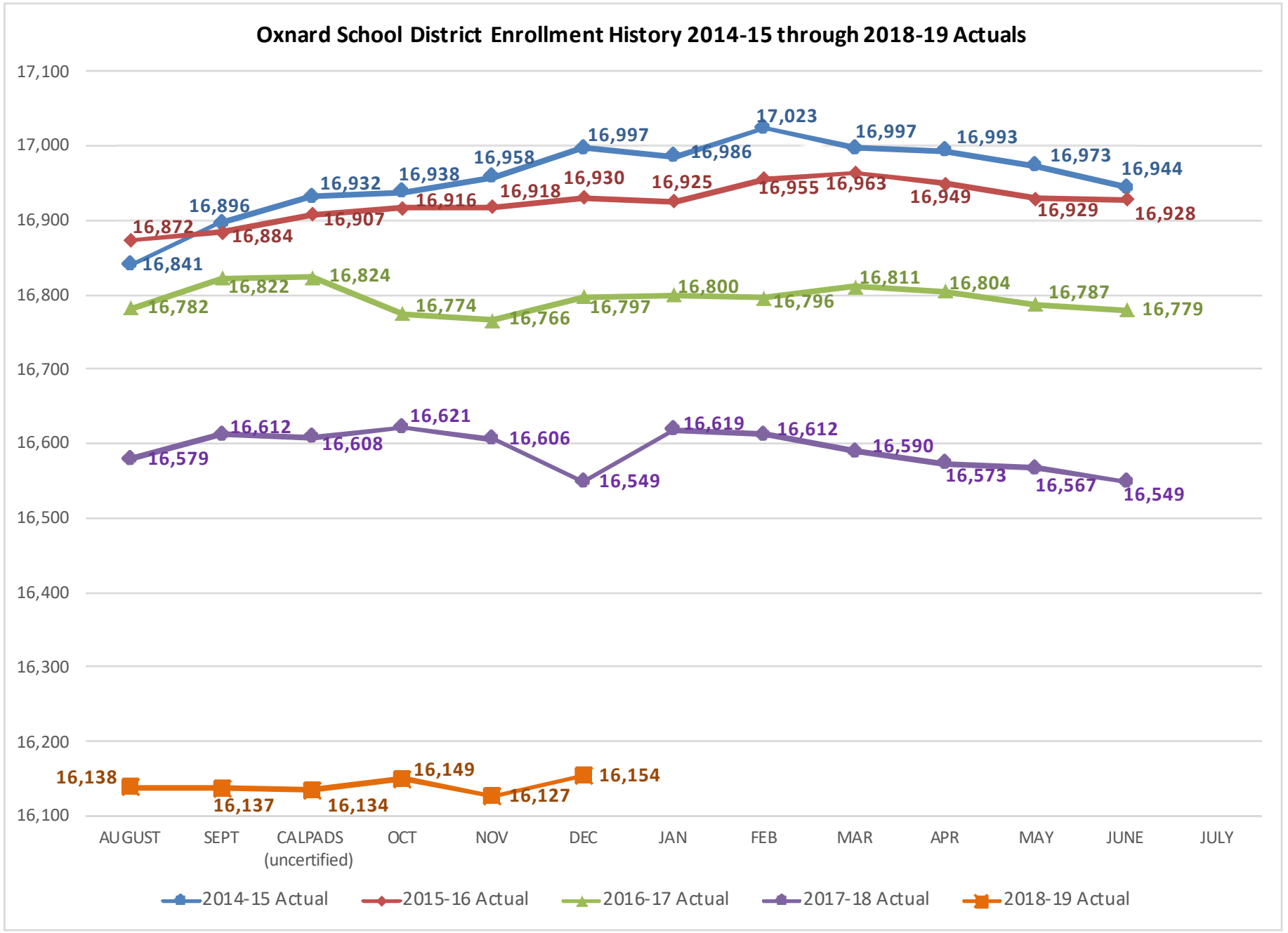
None.

RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2014-15 through 2018-19 Actuals (1 page)


Oxnard School District Enrollment History 2014-15 through 2018-19 Actuals
17,100
17,000
16,900
16,800
16,700
16,600
16,500
16,400
16,300
16,200
16,100
16,841
16,896
16,932
16,938
16,958
16,997
16,986
17,023
16,997
16,993
16,973
16,944
16,872
16,884
16,907
16,916
16,918
16,930
16,925
16,955
16,963
16,949
16,929
16,928
16,782
16,822
16,824
16,774
16,766
16,797
16,800
16,796
16,811
16,804
16,787
16,779
16,579
16,612
16,608
16,621
16,606
16,549
16,619
16,612
16,590
16,573
16,567
16,549
16,138
16,137
16,134
16,149
16,127
16,154
AUGUST
SEPT
CALPADS (uncertified)
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUNE
JULY
2014-15 Actual
2015-16 Actual
2016-17 Actual
2017-18 Actual
2018-19 Actual

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

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** _____

Purchase Order/Draft Payment Report #18-06(Penanhoat/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 12/03/2018 through 12/21/2018 for the 2018-2019 school year, for $597,288.21.

2. No Draft Payments were issued from 12/03/2018 through 12/21/2018 for the 2018-2019 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #18-06 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #18-06 (7 Pages)

Includes Purchase Orders dated 12/03/2018 - 12/21/2018

PO Number	Vendor Name	Loc	Description	Order Amount
NP19-00040	Gold Star Foods	CNS	stores	26,178.97
NP19-00041	P And R Paper Supply Co	CNS	stores	5,031.50
NP19-00042	P And R Paper Supply Co	CNS	stores	5,741.05
NP19-00043	Gold Star Foods	CNS	stores	34,049.77
P19-00974	California School Boards Assoc	SUPERINTENDEN	Conf	1,032.70
P19-01867	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	229.25
P19-02297	School Nurse Supply Co	WAREHOUSE	Stores Supplies	1,236.43
P19-02758	Southwest Airlines	ED SERVICES	CONF	351.96
P19-02863	Sheraton Pasadena Hotel	KAMALA	CONF/ACCOM-INST	964.23
P19-02864	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,206.32
P19-02865	MIND RESEARCH INSTITUTE	RAMONA	online sub/apps-instructional (ST Math app)	15,463.50
P19-02866	Best Buy	IT	Comp Sup	88.30
P19-02867	Amazon Com	KAMALA	Materials & Supplies-Inst	212.54
P19-02868	Textbook Warehouse LLC Textbook Warehouse	ERC	Matl//Sup	123.91
P19-02869	American Pizza	MARINA	MATL/SUPL-Instructional	215.32
P19-02870	Precision Environmental Inc	FACILITIES	Prof Services / Kamala	1,750.00
P19-02871	CN School & Office Sol, Inc Culver-Newlin	IT	MATL/SUP	1,392.94
P19-02872	Varidesk, LLC	IT	MATL-COMP/SUP	791.99
P19-02873	Ventura Co Office Of Education	IT	TRAVEL/Conf	40.00
P19-02874	CelFix	IT	REPAIRS (1:1 iPads)	11,113.54
P19-02875	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	184.99
P19-02876	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	612.30
P19-02877	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	80.65
P19-02878	BSN Sports	WAREHOUSE	Stores Supplies	176.71
P19-02879	Uline	WAREHOUSE	Stores Supplies	800.91
P19-02880	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	books-Instructional	543.68
P19-02881	Veritiv Operating Company	GRAPHICS	Materials and Supplies	449.26
P19-02882	Factory Express	GRAPHICS	Materials and Supplies	451.80
P19-02883	Frontrow Calypso, LLC	IT	MATL/SUP/SERV	9,650.00
P19-02884	Amazon Com	KAMALA	Materials & Supplies-Inst	416.73
P19-02885	CASBO VTA/SB SUBSECTION	Special Ed	CONF(JUSTINIANO)	120.00
P19-02886	Ventura Co Office Of Education	Special Ed	SERV(SUPERVISION)	923.28
P19-02887	Costco Wholesale	SORIA	Matls/Sup - Instructional	200.00
P19-02888	NCTM Registration Services	FREMONT	Travel and Conference/ Instructional	1,014.00
P19-02889	Lego Education	MCAULIFFE	MATL/SUPL-Instructional	1,023.36
P19-02890	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional--P. Brown	26.93
P19-02891	Hyatt Regency Orange Co	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	420.70
P19-02892	IMAGE ONE CORP	BUSINESS	SERV	22,882.00
P19-02893	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional--Anderson	53.30
P19-02894	Amazon Com	FREMONT	Materials and Supplies Instructional Teachers	96.81

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 12/03/2018 - 12/21/2018

PO Number	Vendor Name	Loc	Description	Order Amount
P19-02895	Barnes & Noble	FREMONT	BKS-Instructional	113.14
P19-02896	Veritiv Operating Company	WAREHOUSE	Stores Supplies	11,168.88
P19-02897	Pacificom Coast Sound And	FACILITIES	Repairs / Fremont clock system.	2,500.00
P19-02898	Calif Dept Of Educ	ED SERVICES	CONF	100.00
P19-02899	Dept.of General Svcs Office of Admin Hearings	HR	Serv-	400.00
P19-02900	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	377.80
P19-02901	Southwest Airlines	ED SERVICES	CONF	443.92
P19-02902	Sheraton Grand Sacramento	ED SERVICES	CONF	298.63
P19-02903	CABE	ED SERVICES	MEMB	90.00
P19-02904	Hyatt Regency San Francisco	FREMONT	Travel and Conference/Instructional	1,143.18
P19-02905	CalSPRA Treasurer c/o Matthew Jennings	SUPERINTENDEN	Membership	150.00
P19-02906	Ventura Co Office Of Education	HR	Conf-	50.00
P19-02907	Hilton San Diego Bayfront	FREMONT	Travel and Conference/Instructional	2,469.28
P19-02908	California Science Center	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	100.00
P19-02909	HILTON GARDEN INN SAN DIEGO MI SSION VALLEY	ASSESS ACCOUN	CONF - AVID- LCAP 1.23	1,066.50
P19-02910	California School Boards Assoc	SUPERINTENDEN	Conference	190.00
P19-02911	Search Institute	ASES	MTRL/SUPL	91.49
P19-02912	Amazon Com	ASES	MTRL/SUPL	175.47
P19-02913	Uline	ASES	MTRL/SUPL	697.83
P19-02914	Ventura Co Office Of Education	HR	Serv-	25,350.00
P19-02915	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	517.17
P19-02916	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	35.12
P19-02917	Houghton Mifflin Harcourt	Special Ed	MAT/SUPL	1,892.26
P19-02918	Super Duper Inc	Special Ed	MAT/SUPL	231.91
P19-02919	WPS	Special Ed	MAT/SUPL	616.33
P19-02920	Curriculum Associates Inc	Special Ed	MAT/SUPL	409.11
P19-02921	Lakeshore Learning Materials-V	ASES	MTRL/SUPL	215.28
P19-02922	Harbor Freight Tools	ASES	MTRL/SUPL	23.43
P19-02923	CURVATURE, INC CURVATURE LLC	BREKKE	Materials and Supplies-Instructional	123.91
P19-02924	Ashton Awards Inc Aswell Troph y	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	646.50
P19-02925	CDW G	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	664.43
P19-02926	SHERMAN GARNETT & ASSOCIATES	ED SERVICES	MATL/SUP	1,350.00
P19-02927	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional	86.60
P19-02928	DoubleTree by Hilton Los Angel es Westside	SAN MIGUEL	TRAVEL	148.00
P19-02929	DoubleTree by Hilton Los Angel es Westside	SAN MIGUEL	TRAVEL	140.75
P19-02930	Amazon Com	FREMONT	Materials and Supplies Instructional	31.75
P19-02931	Div Of The State Architect	FACILITIES	DSA Fees / Harrington ECDC	16,092.75
P19-02932	Lowe's	DRIFFILL	MATL/SUPP-instructional	160.55
P19-02933	Hyatt Regency Sacramento	SUPERINTENDEN	Conference/Travel	2,859.99
P19-02934	Santa Barbara Zoo	ROSE	PROFESSIONAL/CO - INSTRUCTIONAL	900.00

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Includes Purchase Orders dated 12/03/2018 - 12/21/2018

PO Number	Vendor Name	Loc	Description	Order Amount
P19-02935	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional--Anderson	50.13
P19-02936	Southwest Airlines	SUPERINTENDEN	Travel & Conference	141.96
P19-02937	Guilford Publications	SAN MIGUEL	BKS (N Rivera)	35.04
P19-02938	Ertel Cabinets & Millwork	FACILITIES	Prof Service / ESC Women's Restroom South	975.00
P19-02939	Daniels Tire Service	WAREHOUSE	Repairs	369.78
P19-02940	Amazon Com	MARINA	BKS-Admin	31.64
P19-02941	Amazon Com	MARINA	MATL/SUPL-INSTR.	69.66
P19-02942	Amazon Com	MARINA	MATL/SUPL-Instr	150.79
P19-02943	Amazon Com	MARINA	MATL-SUPL-Instr	70.53
P19-02944	CASBO	BUSINESS	CONF	2,385.00
P19-02945	Demco Inc	FREMONT	Materials and Supplies Instructional	75.35
P19-02946	Scholastic Inc	MCAULIFFE	MAT/SUPL-Instructional	82.28
P19-02947	FOOTWORKS YOUTH BALLET INC	MCKINNA	Serv-instructional	49.00
P19-02948	Really Good Stuff	KAMALA	MATERIALS & SUPPLIES-INST	164.63
P19-02949	Ashton Awards Inc Aswell Troph y	RAMONA	materials and supp.-instructional (AR medals)	281.23
P19-02950	THE CONTAINER STORE	DRIFFILL	MATL/SUPP-instructional	282.59
P19-02951	CANON SOLUTIONS AMERICA INC	WAREHOUSE	Stores Supplies	24,048.51
P19-02952	Lakeshore Learning Materials-V	HARRINGTON	MATERIALS AND SUPPLIES INSTRUCTION	240.00
P19-02953	Lakeshore Learning Materials-V	RAMONA	matl/supplies-instructional (reyes)	904.95
P19-02954	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	452.55
P19-02955	Smart And Final Iris Co	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	500.00
P19-02956	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instr	201.67
P19-02957	Ayres Hotel And Suites Costa M	RISK MGMT	HOTEL ROOM FOR CONFERENCE	331.36
P19-02958	Costco Wholesale	SORIA	Matls/Sup - Instructional	50.00
P19-02959	CDW G	Special Ed	SOFTWARE - Instruction	238.30
P19-02960	Amazon Com	Special Ed	COMP SUP (AAC/GLASS PROTECTOR)	245.84
P19-02961	School Tech Supply	TRANSPORTATIOI	Equipment	720.85
P19-02962	Manchester Grand Hyatt	BUSINESS	CONF	3,236.24
P19-02963	Amazon Com	MCAULIFFE	MATL/SUPL-admin	40.91
P19-02964	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,314.77
P19-02965	Uline	WAREHOUSE	Stores Supplies	634.98
P19-02966	MJP Technologies, Inc	ELM	BOND/MATL-SUP (ELM-WIRELESS ACCESS POINTS)	13,915.91
P19-02967	Colbi Technologies Inc	BUSINESS	SERV (QUALITY BIDDERS)	30,000.00
P19-02969	ANDREW J PALOMARES	SORIA	SERV - Instructional	150.00
P19-02970	N2Y	Special Ed	SUBSCRIPTION (SYMBOLSTIX)	2,177.50
P19-02971	Super Teacher dba Modern Chalk board	Special Ed	SUBSCRB (J.Mellring)	21.50
P19-02972	EDUCATION.COM	Special Ed	SUBSCRB (J.Mellring)	199.00
P19-02973	Typing Master Sales	CURREN	mat/sup - instructional	2,300.00
P19-02974	ISSQUARED, Inc	IT	SERV	3,600.00
P19-02975	TRIPLE P AMERICA, INC	SAN MIGUEL	Conf	2,100.00
P19-02976	TRIPLE P AMERICA, INC	SAN MIGUEL	CONF	3,480.00
P19-02977	Apple Computer Inc	Special Ed	COMP EQUIPT(BEHAVIOR-PARA)	9,114.57

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Includes Purchase Orders dated 12/03/2018 - 12/21/2018

PO Number	Vendor Name	Loc	Description	Order Amount
P19-02978	Apple Computer Inc	Special Ed	COMP EQUIPT(AAC iPADS)	8,123.27
P19-02979	Southwest Airlines	FREMONT	Travel and Conference/Instructional	247.92
P19-02980	CDW G	ENGLISH LEARNE	Equip	1,880.27
P19-02981	Greenfield Learning Inc	HARRINGTON	ONLINE SUBSCRIPTIONS 5818 INSTRUCTION	11,000.00
P19-02982	Reliable Floor Covering Co	FACILITIES	Prof Service / ESC Women's South Restroom	4,225.00
P19-02983	John Pence Building Specs Inc	FACILITIES	Prof Service / ESC Womens Restroom South	5,470.00
P19-02984	Dell Direct Sales Lp	SORIA	Matls/Sup - Instructional	1,619.26
P19-02985	City Of Oxnard	BUSINESS	SITE (Doris/Patterson)	4,525.50
P19-02986	CASBO	IT	CONF/TRAVEL	795.00
P19-02987	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	103.44
P19-02988	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	2,155.54
P19-02989	Veritiv Operating Company	WAREHOUSE	Stores Supplies	4,142.45
P19-02990	Fresh & Fabulous Cafe-Bakery	ED SERVICES	MATL/SUPL	1,000.00
P19-02991	Tom Rey Garcia dba/ Tomas Cafe & Gallery	ED SERVICES	MATL/SUP	500.00
P19-02992	Amazon Com	CURREN	mat/sup - instructional	129.30
P19-02993	City Of Oxnard	FACILITIES	City Fees / McKinna Reconstruction	18,757.50
P19-02994	Amazon Com	BREKKE	Materials and Supplies-Instructional	112.06
P19-02995	Amazon Com	SORIA	BKS - Instructional	84.03
P19-02996	Amazon Com	SORIA	Matls/Sup - Instructional	29.72
P19-02997	Amazon Com	SORIA	Matls/Sup - Instructional	163.89
P19-02998	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	1,592.94
P19-02999	Amazon Com	RITCHEN	MATL/SUP-Instructional	21.53
P19-03000	Amazon Com	KAMALA	Materials & Supplies-Instr	34.88
P19-03001	CAG	BREKKE	Travel and Conference	371.74
P19-03002	Sams Club 6455	SUPERINTENDEN	SUP	150.00
P19-03003	Perma Bound Books	SORIA	BKS - Instructional	615.06
P19-03004	Oriental Trading Co Inc	CURREN	matl/sup - instructional	452.49
P19-03005	Raymond Geddes And Co Inc	CURREN	matl/sup - instructional	256.37
P19-03006	The Webstaurant Store, Inc	BREKKE	Materials and Supplies-Instructional	337.66
P19-03007	Ashton Awards Inc Aswell Troph y	CURREN	matl/sup - instructional	43.64
P19-03008	Harbor Freight Tools	RITCHEN	MATL/SUP-Instructional	26.93
P19-03009	US School Supply Inc	CURREN	matl/sup - instructional	226.97
P19-03010	ACSA/FEA	BREKKE	Travel & Conference-ADMIN	457.94
P19-03011	CECILIA ARREDONDO	ELM	LCFF/SERV	4,000.00
P19-03012	GRANT WILLIAM ESCANDON	ELM	LCFF/SERV	4,000.00
P19-03013	MAURICIO HERNANDEZ GIRON	ELM	LCFF/SERV	4,000.00
P19-03014	DR. MICHAEL MCQUILLAN, OD	Special Ed	SERV	2,500.00
P19-03015	THE TALK TEAM, A PROFESSIONAL SPEECH PATHOLOGIST CORP.	Special Ed	SERV	9,000.00
P19-03016	Barnes And Noble	ED SERVICES	MAT/SUPL -BOOKS - Instructional	255.21
P19-03017	Raymond Geddes And Co Inc	SORIA	Matls/Sup - Instructional	351.98
P19-03018	Barnes And Noble	ED SERVICES	MAT/SUPL -BOOKS - Instructional	77.58
P19-03019	Pitsco Inc	SORIA	Matls/Sup - Instructional	775.80
P19-03020	Amazon Com	ED SERVICES	MATL/SUPL - BOOKS	167.96

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 12/03/2018 - 12/21/2018

PO Number	Vendor Name	Loc	Description	Order Amount
P19-03021	Lakeshore Learning Materials-V	NFL	MAT/SUP - INST	275.72
P19-03022	Learning Without Tears	NFL	MAT/SUP - INSTRUCTIONS	28.00
P19-03023	COMPUWAVE	RITCHEN	MATL/SUP-Instructional	4,035.78
P19-03024	MEGAN ACLAN ACLAN BEHAVIORAL S ERVICES	Special Ed	SERV	17,500.00
P19-03025	RESTORATIVE JUSTICE RESOURCE C ENTER	Pupil Srvs	T2/SERV	26,000.00
P19-03026	Mission Linen Supply	TRANSPORTATIOI	RENTAL (UNIFORM & TOWEL PROGRAM)	5,000.00
P19-03027	Art Trek	ED SERVICES	SERV (ASP)	36,000.00
P19-03028	The Product Connection	IT	MATL/SUP (iPad Pouches 1:1)	35,907.69
P19-03029	The Math Learning Center	ED SERVICES	MAT/SUPL - Instructional	2,639.25
P19-03030	Ventura Co Office Of Education	SIERRA LINDA	CONF	2,400.00
P19-03031	CSPCA	PERSONNEL	conference	2,320.00
P19-03032	CSPCA	PERSONNEL	conf	1,580.00
P19-03033	COUNTY OF VENTURA	FACILITIES	Environmental Fees / Rose Avenue	2,611.00
P19-03034	El Pollo Loco	ED SERVICES	MATL/SUPL	500.00
P19-03035	Marie Callender's	ED SERVICES	MATL/SUPL	500.00
P19-03036	PBS FOODS, LLC PANERA BREAD CA FE	ED SERVICES	MATL/SUPL	500.00
P19-03037	Vallarta	ED SERVICES	MATL/SUP	500.00
P19-03038	COUNTY OF VENTURA	CNS	other services	394.00
P19-03039	Amazon Com	MARSHALL	MATL/SUP - Instruction	134.05
P19-03040	Ventura Co Office Of Education	HAYDOCK	CONF/INSTRUCTION	100.00
P19-03041	Carl Aspuria	LEMONWOOD	SERVICES (Instuctional)	250.00
P19-03042	Cummins Allison Corp	CNS	other services	233.82
P19-03043	Amazon Com	Pupil Srvs	MATL/SUP	9.69
P19-03044	Amazon Com	FACILITIES	Materials and Supplies	255.41
P19-03045	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	557.99
P19-03046	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	509.64
P19-03047	CASBO	HR	Conf-	795.00
P19-03048	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Kamala Office Floor	860.00
P19-03049	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	43.09
P19-03050	COUNTY OF VENTURA	CNS	other services	277.00
P19-03051	Pesi, Inc	Pupil Srvs	CONF	229.99
P19-03052	Harbor Freight Tools	FREMONT	Materials and Supplies Instructional	70.61
P19-03053	Ashton Awards Inc Aswell Troph y	HAYDOCK	MATL/SUPPLY-INSTRUCTION	570.59
P19-03054	Teachers Pay Teachers	LEMONWOOD	MAT/SUPPLIES (Instructional)	19.40
P19-03055	Petroleum Telcom Inc DBA Telec om	HARRINGTON	MATERIALS & SUPPLIES ADMIN	100.21
P19-03056	Dept Of Toxic Substances Ctr	RISK MGMT	EPA Annual Fee	250.00
P19-03057	Dept Of Toxic Substances Ctr	RISK MGMT	EPA Annual Fee	250.00
P19-03058	School Tech Supply	IT	COMP/SUP (Tom/Dawud)	702.49
P19-03059	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / ESC Women's Restroom South	860.00
P19-03060	CDW G	RISK MGMT	SFTWR	875.00
P19-03061	JT's Design	SORIA	MATL/SUP (Instructional)	4,500.00
P19-03062	Costco Wholesale	HAYDOCK	MATL/SUPPLT-INSTRUCTION	1,000.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 12/03/2018 - 12/21/2018

PO Number	Vendor Name	Loc	Description	Order Amount
P19-03063	Plastic Window Products	FACILITIES	Materials and Supplies	1,500.00
P19-03064	School Tech Supply	IT	COMP EQUIP	4,013.89
P19-03065	Dell Direct Sales Lp	IT	COMP Equip (smendoza)	2,722.83
P19-03066	Lifetouch	KAMALA	Materials & Supplies-Inst	2,456.22
P19-03067	Cjseto Support Svcs Llc	RISK MGMT	CJSETO Hazardous Waste- Frank School	3,335.64
P19-03068	Renaissance Learning Inc	ED SERVICES	Software/Educational	1.00
P19-03069	Surfscore, Inc	MCKINNA	Subsriptions-instructional	1,700.00
P19-03070	Ashton Awards Inc Aswell Troph y	MARSHALL	MATL/SUP - Instruction	26.79
P19-03071	Ahern Rentals	FACILITIES	Rentals	2,500.00
P19-03072	Express Business Machines	BUDGET	Printer Repair	115.00
P19-03073	CAG	BREKKE	Travel and Conference	495.00
P19-03074	School Tech Supply	TRANSPORTATIOI	Headsets	1,404.97
P19-03075	School Tech Supply	IT	COMP Sup	87.41
P19-03076	Azimi Corp dba American Food C o	DRIFFILL	MATL/SUPP-instructional	105.60
		Total Number of POs	**221** **Total**	**597,288.21**

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	206	459,525.72
120	CHILD DEVELOPMENT FUND	2	303.72
130	CAFETERIA FUND	7	71,906.11
214	BOND FUND MEASURE D 2016	6	65,552.66
		Total Fiscal Year 2019	**597,288.21**
		Total	**597,288.21**

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 12/03/2018 - 12/21/2018

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P14-01380	1,544,832.00	214-6210	BOND FUND MEASURE D 2016/ARCHITECT/ENGINEERI	103,372.00
P16-01182	562,175.44	214-6210	BOND FUND MEASURE D 2016/ARCHITECT/ENGINEERI	16,200.00
P16-05421	33,317,386.28	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTR/	156,962.06
P18-01599	2,505,558.60	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTR/	383,203.44
P18-03331	32,346.29	214-6276	BOND FUND MEASURE D 2016/INTERIM HOUSING	15,000.00
P19-00110	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P19-00383	1,360.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	59.83
P19-00909	8,943.25	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	3,017.00
P19-00993	1,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P19-01169	2,511.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	511.30
P19-01318	1,575.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	75.00
P19-01431	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,913.89
P19-01573	22,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	11,000.00
P19-02088	65.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.12
P19-02108	229.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	75.33
P19-02211	2,295.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	360.00-
P19-02212	7,360.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,840.00-
P19-02378	682.10	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	84.10
P19-02469	5,806.90	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	3,167.40-
			Total PO Changes	**688,626.67**

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **January 16, 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 _____

Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, Second Quarter (Vaca)

DESCRIPTION OF AGENDA ITEM:
The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-19 Quarterly Report on Williams Uniform Complaint, Second quarter, as presented.

ADDITIONAL MATERIAL:
2018-19 Quarterly Report on Williams Uniform Complaints, Second Quarter (one page)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2018-19 District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **January 2019 (10/01/18 to 12/31/18)**

Date for information to be reported publicly at governing board meeting: **January 16, 2019**

Please check box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. César Morales

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: **Shristie Nair-Villano** Date of Meeting: **January 16, 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 _____

Establish/Abolish/Increase/Reduce Hours of Position **(Nair-Villano)**

Establish

an eight hour 246 day Special Education Data Technician position number 9283 to be established in the Special Education department. This position will be established to provide additional support.

an eight hour 183 day Speech Language Pathology Assistant position number 9281 to be established at San Miguel school. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator II position number 9292 to be established at Ramona school. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator II position number 9291 to be established at Lemonwood school. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator II position number 9286 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator III position number 9285 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator III position number 9284 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator III position number 9290 to be established in the Special Education department. This position will be established to provide additional support.

FISCAL IMPACT:
Cost for Special Education Data Technician - $78,202 Special Education
Cost for SLPA - $78,426 Special Education
Cost for Paraeducator II's - $84,006 Special Education
Cost for Paraeducator III's - $86,217 Special Education

RECOMMENDATION:
It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment of the positions, as presented.

ADDITIONAL MATERIAL:
None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Shristie Nair-Villano** Date of Meeting: **January 16, 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/Nair-Villano)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT:
N/A

RECOMMENDATION:

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

ADDITIONAL MATERIAL:

Classified Personnel Actions (two pages)
Certificated Personnel Actions (one page)

CLASSIFIED PERSONNEL ACTIONS

New Hire

Beltran, Rocio	Child Nutrition Worker, Position #7277 Fremont 5.0 hrs./185 days	01/04/2019
Cano, Valerie	Paraeducator I, Position #7191 Rose Ave. 4.10 hrs./183 days	12/10/2018
Castaneda, Crystal M	Paraeducator III, Position #1913 Special Education 5.75 hrs./183 days	12/03/2018
Cota, Rudy C	Paraeducator II, Position #2952 Special Education 5.75 hrs./183 days	12/03/2018
Delgadillo, Raymond	Custodian, Position #9146 Harrington 4.0 hrs./246 days	12/17/2018
Fox, Todd L	Custodian, Position #8508 Kamala 4.0 hrs./246 days	12/10/2018
Gonzalez Jr., David C	Grounds Maintenance Worker I, Position #381 Facilities 8.0 hrs./246 days	12/07/2018
Limon-Garcia, Betsy	Paraeducator III, Position #2883 Special Education 5.75 hrs./183 days	12/04/2018
Lumbrano, Angie	Paraeducator I, Position #7184 McAuliffe 4.833 hrs./183 days	12/03/2018
Ordaz, Crystal	Paraeducator I, Position #7188 Ramona 4.17 hrs./183 days	12/12/2018
Rivera Garcia, Maria S	Paraeducator I, Position #9155 Ramona 4.16 hrs./183 days	12/04/2018
Rodriguez, Edmidia	Paraeducator I, Position #7192 Rose Ave. 4.16 hrs./183 days	12/11/2018
Torrez Jr., Mark T	Child Nutrition Worker, Position #567 Haydock 5.0 hrs./185 days	01/04/2019

Limited Term

Aguillon, Laura E	Paraeducator	11/28/2018
Garcia, Daisy	Paraeducator	11/30/2018
Gonzalez Jr., David C	Custodian	11/14/2018
Guerrero, Gilbert M	Custodian	12/12/2018
Hernandez Valencia, Yazmin	Paraeducator	12/04/2018
Ortiz, Jasmin	Paraeducator	11/26/2018
Real, Summer K	Child Nutrition Worker	11/26/2018

Increase in Hours

Garcia, Leticia	Paraeducator I, Position #7180 Marina West 4.833 hrs./183 days Paraeducator I, Position #7180 Marina West 4.16 hrs./183 days	12/03/2018
Pacheco, Rita O	Paraeducator I, Position #7179 Marina West 4.67 hrs./183 days Paraeducator I, Position #7179 Marina West 4.16 hrs./183 days	12/03/2018
Flores, Janet R	Paraeducator I, Position #7182 Marshall 1.5 hrs./183 days Paraeducator I, Position #7182 Marina West 1.0 hrs./183 days	12/07/2018

Promotional

Gaytan, Blanca H	Administrative Assistant, Position #1610 Superintendent's Office 8.0 hrs./246 days Office Assistant III, Position #1808 Educational Services 8.0 hrs./246 days	01/07/2019
Pelayo, Adriana	Intermediate School Secretary, Position #6242 Driffill 8.0 hrs./192 days Office Assistant II, Position #1818 Ramona 6.0 hrs./203 days	01/22/2019

Transfer

Orejel, Luz	Paraeducator I, Position #9165 McKinna 5.0 hrs./183 days Paraeducator I, Position #9220 Haydock 5.75 hrs./183 days	01/07/2019
Vargas, Nancy	Child Nutrition Worker, Position #2825 Haydock 5.0 hrs./185 days Child Nutrition Worker, Position #783 Marina West 5.5 hrs./185 days	12/12/2018
Zarate, Connie	Office Assistant II, Position #26 Fremont 2.0 hrs./203 days Office Assistant II, Position #7979 Early Childhood Ed. Programs 4.0 hrs./246 days	12/03/2018

Reinstatement

Cater, Taylor A	Paraeducator I, Position #7167 Brekke 4.833/183 days	01/07/2019
Silva, Janet	Preschool Assistant, Position #2661 Harrington 3.0 hrs./183 days	12/10/2018

Resignation

Magana, Everado A	Intermediate School Secretary, Position #6708 Kamala 8.0 hrs./192 days	12/14/2018
Resendiz, Ariana	Preschool Assistant, Position #2147 Sierra Linda 3.0 hrs./183 days	12/14/2018

Deceased

Roman, Valerie L	Child Nutrition Worker, Position #2616 Chavez 5.5 hrs./185 days	12/02/2018

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Batra, Madhu	Substitute Teacher	2018/2019 School Year
Eichstetter, Eugenia	Substitute Teacher	2018/2019 School Year
Gaona, Janae	Substitute Teacher	2018/2019 School Year
Jones, Haley	Substitute Teacher	2018/2019 School Year
Maldonado, Sarah	Substitute Teacher	2018/2019 School Year
Morales, Monica	Substitute Teacher	2018/2019 School Year
Schwenk, Tobi	Substitute Teacher	2018/2019 School Year

Resignation

Collier, Jessica	Speech Therapist	12/14/2018

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **January 16, 2019**

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

Approval of Revisions to the OXNARD SCHOOL DISTRICT and OXNARD SUPPORTIVE SERVICES ASSOCIATION 2017-18 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) reached a tentative agreement for the 2017-2018 school contract year, which included revisions to the OSSA collective bargaining agreement that were submitted to and approved by the board on June 6, 2018. In accordance with the revisions negotiated and agreed upon during negotiation sessions, it is necessary and appropriate for the District and OSSA to submit the attached additional revisions to Articles 7 and 9 for Board approval.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

ADDITIONAL MATERIAL(S):
- Revisions to Article 7 and Article 9 of the current collective bargaining agreement between the District and OSSA (13 pages)

DISTRICT GOALS (S):
District Goal One: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

Article 7 ASSIGNMENT OF UNIT MEMBERS

7.1 Definition of Terms

7.1.1 Years of Service. For the purpose of this article, Years of Service is defined as the total amount of time a unit member is employed within the bargaining unit.

7.1.2 Assignment. An assignment is the placement of a unit member in a specific program, department or site.

7.1.3 Reassignment. Reassignment for purposes of this agreement is a change of assignment from one program, department or site to another within the bargaining unit.

7.1.4 Position. A position is a specific job classification.

7.1.5 Reduction. A reduction is a decrease in the number of unit members in a position.

7.1.6 Vacancy. A vacancy is an unstaffed assignment.

7.2 Assignment Criteria

In assigning unit members to a work schedule, the District shall follow and apply any or all of the criteria listed below:

a. legal requirements of the District;

b. years of service within the bargaining unit;

c. individual training, experience, credentials;

d. educational needs of the school or department to which the unit member is assigned; and

e. preference of unit member.

In effectuating such assignments, the District shall not act arbitrarily, capriciously, or without basis in fact. ~~*Moved to 7.3 Administrator will discuss potential changes*~~

~~*in assignment with the affected unit member prior to the notification of change in assignment. Unit members will be notified of the following year assignment by May 31st. Written notification and explanation of criteria considered will be provided to the unit member.*~~

7.3 ***Reassignment Before the Start of the Unit Member's Work Year*** ~~Reassignment After the Start of the Unit Member's Work Year~~ ~~The unit member's supervisor shall meet with the unit member to consider unit member's input.~~

7.3.1 *Administrator will discuss potential changes in assignment with the affected unit member prior to the notification of change in assignment.* ~~If it becomes necessary for the District to reassign a unit member after the start of the unit member's work year as defined in the OSSA work calendar attached herein.~~

~~7.3.1.1~~ *(MOVED to 7.4.1.4.) If the District reassigns a bargaining unit member to another school site, the member shall be paid up to 16 hours in order to relocate.*

~~7.3.1.2 The District shall notify the unit member at least ten (10) days prior in writing/email to the reassignment.~~

~~7.3.1.3 The unit member shall receive upon request a written explanation of the reasons or the reassignment and selection of the particular unit member.~~

~~7.3.1.4 An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed reassignment.~~

7.3.2 Unit members will be notified of the following year assignment by May 31st.

a. Written notification and explanation of criteria considered will be provided to the unit member.

7.4 ***Reassignment After the Start of the Unit Member's Work Year*** ~~Unit Member-Initiated Reassignment~~

7.4.1 *If it becomes necessary for the District to reassign a unit member after the start of the unit member's work year as defined in the OSSA work calendar attached herein:* ~~Unit members shall have the right to request a change of assignment by notifying their immediate supervisor in writing.~~

7.4.1.1 The District shall notify the unit member at least ten (10) days prior in writing/email to the reassignment.

7.4.1.2 The unit member shall receive a written explanation of the reasons for the reassignment and selection of the particular unit member.

7.4.1.3 An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed reassignment.

7.4.1.4 If the District reassigns a bargaining unit member to another school site, the member shall be paid up to 16 hours in order to relocate.

~~7.4.2 Unit members not selected shall be granted upon request a written explanation regarding their non-selection.~~ *(***Moved to 7.5.2)**

~~7.4.3 Unit members who transfer from one five-step position to another five-step position within the unit shall be placed on the lowest step on the salary schedule at which the unit member will realize an increase in the per diem rate.~~ *(***Moved to 7.5.3)**

~~7.5 Reduction~~

~~7.5.1 Reduction shall be on the basis of seniority in the position.~~

~~7.5.2 Unit members subject to reduction shall be transferred, if possible; relocated, if credentials permit; or finally, released from employment.~~

~~7.5.3 The unit member shall receive upon request a written explanation of the reasons for the reduction.~~

~~7.5.4 An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed reduction~~

~~7.5.5 The Oxnard School District and the Oxnard Supportive Services Association acknowledge that present case law allows a District to reassign pupil support service personnel to any other certificated position in which the unit member is credentialed to serve. Due to the significant changes such a reassignment might involve, the District will inform the affected employee as far in advance as is administratively possible of any contemplated change.~~

~~In the event the District determines to abolish a position in the bargaining unit, the District shall first meet and confer with the Association.~~

7.5 Unit Member-Initiated Reassignment

7.5.1 Unit members shall have the right to request a change of assignment by notifying their immediate supervisor in writing.

7.5.2 Unit members not selected shall be granted upon request a written explanation regarding their non-selection.

7.5.3 Unit members who transfer from one five-step position to another five-step position within the unit shall be placed on the lowest step on the salary schedule at which the unit member will realize an increase in the per diem rate.

~~7.6 Extra Day Assignments~~

~~An extra-duty assignment is defined as any work outside a member's regular workday and job duties, included but not limited to the following:~~

- ~~Extended school year~~
- ~~Summer school~~
- ~~Parent trainings in the evening~~
- ~~Special projects~~
- ~~Additional work at end of the school year~~

~~7.6.1 The District will advertise extra duty assignments on the District's website and via District email.~~

~~7.6.2 The District shall follow and apply any or all of the criteria listed below in assigning unit members to extra-duty assignments.~~

~~a. legal requirements of the District;~~

~~b. years of service within the bargaining unit;~~

~~c. individual training, experience, credentials;~~

~~d. educational needs of the school or department to which the unit member is assigned; and~~

~~e. preference of unit member~~

~~In effectuating such assignments, the District shall not act arbitrarily, capriciously, or without basis in fact. Unit member shall not be required to accept an extended school year assignment.~~

7.6 Reduction

7.6.1 Reduction shall be on the basis of seniority in the position.

7.6.2 Unit members subject to reduction shall be transferred, if possible; relocated, if credentials permit; or finally, released from employment.

7.6.3 The unit member shall receive upon request a written explanation of the reasons for the reduction.

7.6.4 An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed reduction.

7.6.5 The Oxnard School District and the Oxnard Support Services Association acknowledge that present case law allows a District to reassign pupil services support service personnel to any other certificated position in which the unit member is credentialed to serve. Due to the significant changes such a reassignment might involve, the District will inform the affected employee as far in advance as is administratively possible of any contemplated change.

In the even the District determines to abolish a position in the bargaining unit, District shall first meet and confer with the Association.

7.7 Extra ~~Day~~ ***Duty*** Assignments An extra-duty assignment is defined as any work outside a member's regular workday and job duties, included but not limited to the following:

- Extended school year
- Summer school
- Parent trainings in the evening
- Special projects
- Additional work at end of the school year

7.7.1 The District will advertise extra duty assignments on the District's website and via District email.

7.7.2 The District shall follow and apply any or all of the criteria listed below in assigning unit members to extra-duty assignments.

a. legal requirements of the District;

b. years of service within the bargaining unit;

c. individual training, experience, credentials;

d. educational needs of the school or department to which the unit member is assigned; and

e. preference of unit member.

In effectuating such assignments, the District shall not act arbitrarily, capriciously, or without basis in fact. Unit members shall not be required to accept an extended school year assignment.

Article 9 EVALUATIONS

9.1 Recognizing that the District and the Association are committed to the utilization of an interest based approach whenever and wherever possible, the evaluation process shall include a review of the unit member's current performance and emphasize the recognition of their strengths and meritorious accomplishments. It is imperative that those responsible for personnel evaluation follow methods of identifying strengths as well as deficiencies in order to bring an awareness of these to the attention of each unit member. When reinforcement of professional service takes a positive rather than a negative form, there is a much greater likelihood of improved professional performance

9.2 Probationary unit members shall be evaluated at least once each school year. Permanent unit members shall be evaluated at least once every other school year starting with the first permanent year except as noted below in section 9.7.5.

9.3 Evaluation process: During the evaluation year, the unit member's ~~supervisor~~ ***evaluator*** shall observe the unit member and/or gather information related to the unit member's

performance (e.g., reports, IEPs, etc.). If personal observation of the work of a unit member is necessary, it shall be conducted openly and with full knowledge of the unit member.

9.4 Matters which are outside the scope of employment are irrelevant to the process of evaluation.

9.5 Data for evaluation summaries may include information from the following sources:

9.5.1 Observation– visits of sufficient time to observe and assess job-related skills and abilities; additional observations of unit member's performance within the eight-hour (8) day which may be of lesser duration, lesser formality and in other than the unit member's primary work environment.

9.5.2 In addition to personal observation, information which has been documented and found to be reliable by the evaluator and which relates to the performance of the unit member may be included in the evaluation process. (Such information must be brought to the attention of the unit member in writing (including email) before it may be included in the final evaluation summary.) Upon request of the unit member, a personal conference involving the affected union member, evaluator and individual initiating this information shall be held to review such information.

9.6 Probationary Unit Members

9.6.1 In each of the two probationary years, the unit member's ~~supervisor~~ ***evaluator*** shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc.) no later than ninety (90) calendar days after the commencement of duties. The evaluator shall present a written report of the observation or other evaluation data, to the unit member within fifteen (15) work days following the observation. A

meeting shall be held between the unit member and their supervisor to discuss and review the Conference Summary providing feedback to the unit member regarding strengths and areas for improvement. The ~~supervisor~~ ***evaluator*** and unit member shall sign and date the conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.

9.6.2 By January 31 of each year, the ~~supervisor~~ ***evaluator*** shall observe the unit member and/or gather information related to the unit member's performance and shall meet with the unit member to discuss and review the Conference Summary. The ~~supervisor~~ ***evaluator*** and unit member shall sign and date the second conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.

9.6.3 A final evaluation summary report shall be submitted to the unit member no later than thirty (30) calendar days preceding the close of the school year. The evaluator and unit member shall meet to review the report. Within three (3) working days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily

indicate the unit member's agreement with the evaluation. The unit member's written response, if any, shall be attached to the report and become a permanent part thereof.

9.6.4 If the probationary unit member received an Unsatisfactory or Needs to Improve on a conference summary or summative evaluation, the evaluator shall complete the Performance Improvement Plan form that: 1) outline in writing areas in need of improvement; 2) the specific steps the employee needs to take to improve; and 3) assistance available to support the employee. The employee's progress on the improvement plan shall be reevaluated within sixty (60) work days and as needed thereafter until the employees' performance is deemed to be satisfactory or until the unit member is separated from the District. The unit member shall take proactive steps to correct any areas that need improvement.

9.7 Permanent Unit Members

9.7.1 Permanent unit member shall be evaluated at least once every other school year. The unit member's ~~supervisor~~ ***evaluator*** shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc.) no later than one hundred twenty (120) calendar days after the commencement of duties in each evaluation year. The evaluator shall present a written summary of the observation or other evaluation data, to the unit member within fifteen (15) work days following then observation. A meeting shall be held between the unit member and their ~~supervisor~~ ***evaluator*** to discuss and review the Conference Summary providing feedback to the unit member regarding strengths and areas for improvement, if any. The ~~supervisor~~ ***evaluator*** and unit member shall sign and date the conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the

opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.

9.7.2 If the unit member receives a Needs to Improve or Unsatisfactory rating in the first conference summary, the ~~supervisor~~ ***evaluator*** shall observe the unit member and/or gather information related to the unit member's performance and shall meet with the unit member for a second conference no later than April 1 of the evaluation year. The ~~supervisor~~ ***evaluator*** and unit member shall sign and date the second conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.

9.7.3 A final evaluation summary report shall be submitted to the unit member no later than thirty (30) calendar days preceding the close of the school year. The evaluator and unit member shall meet to review the report. Within three (3) working days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member's agreement with the evaluation. The unit member's written response, if any, shall be attached to the report and become a permanent part thereof.

9.7.4 If the employee received an Unsatisfactory or Needs to Improve on their conference summary or summative evaluation, the evaluator shall complete the Performance Improvement Plan Form and offer positive assistance aimed at achieving improvement. The evaluator shall: 1) outline in writing areas in need of improvement; 2) the specific steps the

employee needs to take to improve; and 3) assistance available to support the employee. The employee's progress on the improvement plan shall be reevaluated within ninety (90) work days and as needed thereafter until the employee's performance is deemed to be satisfactory. The unit member shall take proactive steps to correct any areas that need improvement. When any permanent employee has received an Unsatisfactory or Needs to Improve on their summative evaluation, the District shall at least annually evaluate the employee until the employee achieves a satisfactory evaluation or is separated from the District.

9.7.5 A unit member who, after reaching permanent status and who has received two evaluations of "Meets Expectations" or better in all performance areas may be evaluated at least once every three (3) years at the ~~supervisor~~ ***evaluator*** discretion. The unit member shall be notified in writing or email by the ~~supervisor~~ ***evaluator*** within thirty (30) calendar days from the commencement of duties whether the unit member will be evaluated in that school year.

9.8 Materials in personnel files of employees which may serve as a basis for affecting the status of that employment are to be made available for the inspection of the unit member involved. Every employee shall have the right to inspect such materials upon request at a time when such person is not actually required to render services to the employing District.

9.9 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable interviewing committee members, or (3) were obtained in connection with a promotional examination.

9.10 Information of a derogatory nature, except material mentioned in paragraph 9.7 of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his own comments. Such review may take place during

normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

9.11 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of non-confidential materials in such unit member's personnel file without charge.

9.12 Evaluation procedures may be revised during the term of this agreement by mutual consent of the District and the Association.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 01/16/19

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

Oxnard School District Audit Report, June 30, 2018 (Penanhoat/Crandall Plasencia)

The Oxnard School District Audit Report for Fiscal Year 2017-18, prepared by the firm of Nigro & Nigro, PC is presented to the Board.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2018.

ADDITIONAL MATERIAL

Attached: Oxnard School District Audit Report June 30, 2018 (97 pages)

OXNARD SCHOOL DISTRICT

AUDIT REPORT

For the Fiscal Year Ended June 30, 2018

OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2018
Table of Contents

FINANCIAL SECTION

Page

Independent Auditors' Report....1
Management's Discussion and Analysis....3
Basic Financial Statements:
Government-wide Financial Statements:
Statement of Net Position....12
Statement of Activities....13
Governmental Funds Financial Statements:
Balance Sheet....14
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position....15
Statement of Revenues, Expenditures, and Changes in Fund Balances....16
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities....17
Fiduciary Funds Financial Statements:
Statement of Fiduciary Net Position....18
Statement of Changes in Fiduciary Net Position....19
Notes to Financial Statements....20

REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedule – General Fund....56
Schedule of Proportionate Share of the Net Pension Liability....57
Schedule of Pension Contributions....58
Schedule of Changes in the District's Net OPEB Liability and Related Ratios....59
Schedule of Changes in the District's Net OPEB Liability and Related Ratios-MPP Program....60
Notes to the Required Supplementary Information....61

SUPPLEMENTARY INFORMATION

Local Educational Agency Organization Structure....62
Schedule of Average Daily Attendance....63
Schedule of Instructional Time....64
Schedule of Financial Trends and Analysis....65
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements....66
Schedule of Expenditures of Federal Awards....67
Note to Supplementary Information....68

OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2018
Table of Contents

OTHER INDEPENDENT AUDITORS' REPORTS

Page

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 69
Independent Auditors' Report on State Compliance 71
Independent Auditors' Report on Compliance For Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance 73

FINDINGS AND QUESTIONED COSTS

Schedule of Audit Findings and Questioned Costs:
- Summary of Auditors' Results 75
- Current Year Audit Findings and Questioned Costs 76
- Summary Schedule of Prior Audit Findings 80

Management Letter 81

Financial Section

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Oxnard School District
Oxnard, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of and for the fiscal year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.* Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of June 30, 2018, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Kevin Brejnak, CPA, CFE | Peter Glenn, CPA | Michael Klein, CPA, CMA, EA
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Emphasis of Matter
As discussed in Note 13 to the financial statements, the net position as of June 30, 2017, has been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Other Matters
Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, schedule of changes in the District's total OPEB liability and related ratios, and the notes to the required supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements. The supplementary information on pages 63 to 66 and the schedule of expenditures of federal awards on page 67 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole. The information on page 62 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards,* we have also issued our report dated December 4, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Nigro + Nigro, PC

Murrieta, California
December 4, 2018

This discussion and analysis of Oxnard School District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2018. Please read it in conjunction with the District's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

- The District's overall financial status decreased from last year as the net position decreased by 56.8% to $(54.5) million.
- Total governmental revenues were $223.2 million, $19.7 million less than expenses.
- The total cost of basic programs was $242.9 million. Because a portion of these costs was paid for with charges, fees, and intergovernmental aid, the net cost that required taxpayer funding was $204.6 million.
- Average daily attendance (ADA) in grades K-8 decreased by 189, or 1.2%.

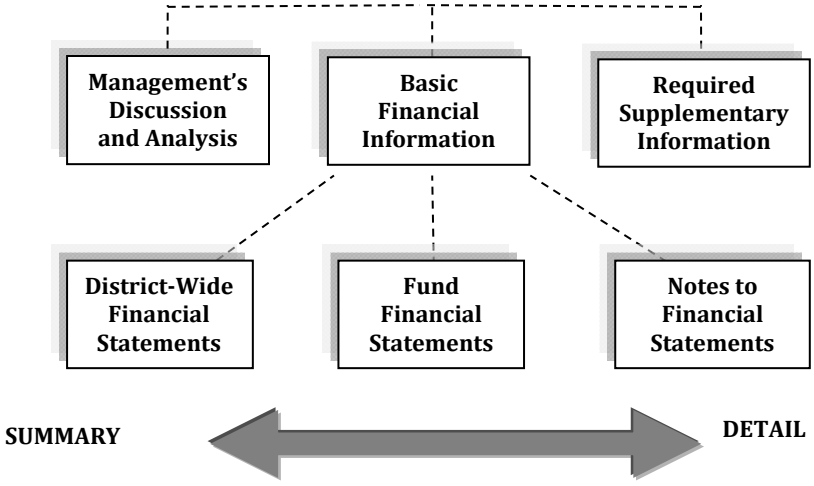
OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *district-wide financial statements* that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the District, reporting the District's operations in more detail than the district-wide statements.
  - The *governmental funds* statements tell how basic services like regular and special education were financed in the short term as well as what remains for future spending.
  - The *fiduciary funds* statement provides information about the financial relationships in which the District acts solely as a trustee or agent for the benefit of others to whom the resources belong.

The financial statements also include *notes* that explain some of the information in the statements and provide more detailed data. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.

Figure A-1. Organization of Oxnard School District's Annual Financial Report



OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

Figure A-2 summarizes the major features of the District's financial statements, including the portion of the District's activities they cover and the types of information they contain.

Figure A-2. Major Features of the District-Wide and Fund Financial Statements

Type of Statements	District-Wide	Governmental Funds	Fiduciary Funds
Scope	Entire District, except fiduciary activities	The activities of the District that are not proprietary or fiduciary, such as special education and building maintenance	Instances in which the District administers resources on behalf of someone else, such as scholarship programs and student activities monies
Required financial statements	• Statement of Net Position • Statement of Activities	• Balance Sheet • Statement of Revenues, Expenditures & Changes in Fund Balances	• Statement of Fiduciary Net Position • Statement of Changes in Fiduciary Net Position
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both short-term and long-term; The District's funds do not currently contain non-financial assets, though they can
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter	All revenues and expenses during the year, regardless of when cash is received or paid

The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements.

OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

District-Wide Statements
The district-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two district-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.

- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.

- In the district-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.

Fund Financial Statements
The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.

- The District establishes other funds to control and manage money for particular purposes (like repaying its long-term debt) or to show that it is properly using certain revenues.

The District has two kinds of funds:

- *Governmental funds* – Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the district-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.

- *Fiduciary funds* – The District is the trustee, or fiduciary, for assets that belong to others, namely, the student activities funds. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position. We exclude these activities from the district-wide financial statements because the District cannot use these assets to finance its operations.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was lower on June 30, 2018, than it was the year before – decreasing 56.8% to $(54.5) million (See Table A-1).

Table A-1: Statement of Net Position

	Governmental Activities		Variance Increase (Decrease)
	2018	2017*	
Assets			
Current assets	$ 155,304,763	$ 199,029,786	$ (43,725,023)
Capital assets	335,722,802	285,025,558	50,697,244
Total assets	491,027,565	484,055,344	6,972,221
Deferred outflows of resources	71,232,609	63,905,567	7,327,042
Liabilities			
Current liabilities	20,312,193	28,423,570	(8,111,377)
Long-term liabilities	390,067,050	369,442,494	20,624,556
Net pension liability	197,475,901	175,352,957	22,122,944
Total liabilities	607,855,144	573,219,021	34,636,123
Deferred inflows of resources	8,883,404	9,496,466	(613,062)
Net position			
Net investment in capital assets	115,747,958	100,773,166	14,974,792
Restricted	34,968,555	41,235,011	(6,266,456)
Unrestricted	(205,194,887)	(176,762,753)	(28,432,134)
Total net position	$ (54,478,374)	$ (34,754,576)	$ (19,723,798)

** As restated*

Changes in net position, governmental activities. The District's total revenues decreased 2.7% to $223.2 million (See Table A-2). The decrease is due primarily to a decrease in federal and state categorical funding.

The total cost of all programs and services increased by $5.0 million. The District's expenses are predominantly related to educating and caring for students, 80.5%. The purely administrative activities of the District accounted for just 5.2% of total costs.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)

Table A-2: Statement of Activities

	Governmental Activities		Variance Increase (Decrease)
	2018	2017	
Revenues			
Program Revenues:			
Charges for services	$ 2,379,744	$ 2,211,353	$ 168,391
Operating grants and contributions	35,806,358	47,123,435	(11,317,077)
Capital grants and contributions	119,843	72,988	46,855
General Revenues:			
Property taxes	38,495,384	36,540,841	1,954,543
Federal and state aid not restricted	144,176,095	141,545,106	2,630,989
Other general revenues	2,235,767	1,945,964	289,803
Total Revenues	223,213,191	229,439,687	(6,226,496)
Expenses			
Instruction-related	165,377,326	163,791,758	1,585,568
Pupil services	30,108,180	27,556,616	2,551,564
Administration	12,671,018	12,281,534	389,484
Plant services	19,952,659	20,503,511	(550,852)
All other activities	14,827,806	13,765,195	1,062,611
Total Expenses	242,936,989	237,898,614	5,038,375
Increase (decrease) in net position	(19,723,798)	(8,458,927)	(11,264,871)
Net Position	$ (54,478,374)	$ (34,754,576)	$ (19,723,798)

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of $139.8 million, which is below last year's ending fund balance of $181.5 million. The primary cause of the decreased fund balance is due to the spending and construction in the Building Fund.

Table A-3: The District's Fund Balances

	Fund Balances				
	July 1, 2017	Revenues	Expenditures	Other Sources and (Uses)	June 30, 2018
Fund					
General Fund	$ 39,897,025	$ 202,297,565	$ 213,298,207	$ (461,555)	$ 28,434,828
Child Development Fund	-	1,127,421	1,123,929	-	3,492
Cafeteria Fund	135,677	10,116,674	10,432,729	461,555	281,177
Special Reserve Fund (Other Than Capital Outlay)	124,042	1,606	-	-	125,648
Building Fund	106,082,010	1,193,601	43,183,149	13,996,626	78,089,088
Capital Facilities Fund	6,415,649	2,055,467	752,616	-	7,718,500
County School Facilities Fund	9,270,436	119,843	-	-	9,390,279
Bond Interest and Redemption Fund	19,577,762	11,504,564	15,520,394	161,745	15,723,677
	$ 181,502,601	$ 228,416,741	$ 284,311,024	$ 14,158,371	$ 139,766,689

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS (continued)

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories:

- Revenues – increased by $8.7 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased $9.7 million due to increase in compensation of District personnel.
- Other costs – decreased approximately $0.8 million to re-budget carryover funds and revise operational cost estimates.

The District's final budget for the General Fund anticipated that expenditures would exceed revenues by about $3.4 million, the actual results for the year show expenditures exceed revenues by $11.0 million Actual revenues were $4.0 million more than anticipated, and expenditures were $11.6 million more than budgeted.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets
By the end of 2017-18 the District had invested $56.2 million in new capital assets. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year was approximately $5.5 million.

Table A-4: Capital Assets at Year End, net of Depreciation

	Governmental Activities		Variance Increase
	2018	2017*	(Decrease)
Land	$ 36,289,804	$ 27,138,791	$ 9,151,013
Improvement of sites	17,671,357	12,617,160	5,054,197
Buildings	209,410,925	190,671,869	18,739,056
Equipment	4,783,712	4,491,875	291,837
Construction in progress	67,567,004	50,105,863	17,461,141
Total	$ 335,722,802	$ 285,025,558	$ 50,697,244

** As restated*

CAPITAL ASSET AND DEBT ADMINISTRATION (continued)

Long-Term Debt
At year-end the District had $390.1 million in general obligation bonds, certificates of participation, energy retrofit agreement, compensated absences, early retirement incentive, and other postemployment benefits – an increase of 3.7% from last year – as shown in Table A-5. (More detailed information about the District's long-term liabilities is presented in Note 7 to the financial statements).

Table A-5: Outstanding Long-Term Debt at Year-End

	Governmental Activities		Variance Increase
	2018	2017*	(Decrease)
General obligation bonds	$ 288,175,184	$ 279,210,244	$ 8,964,940
Certificates of participation	11,415,536	11,714,409	(298,873)
Energy Retrofit Agreement	3,668,670	3,963,692	(295,022)
Compensated absences	1,687,627	1,663,640	23,987
Early retirement incentive	4,035,005	-	4,035,005
Other postemployment benefits	81,085,028	79,693,267	1,391,761
Total	$ 390,067,050	$ 376,245,252	$ 13,821,798

***** *As restated*

FACTORS BEARING ON THE DISTRICT'S FUTURE

The 2018-19 State Budget

Final Budget Package Includes $15.9 Billion in Total Reserves
The Legislature passed the final budget package on June 14, 2018. Total reserves in the final budget package are lower than the proposed level in the May Revision, but roughly the same as the level proposed by the Governor in January. The budget package also reflects various choices that shifted spending priorities compared to the Governor's proposal. In particular, the final budget package reduces payments for deferred maintenance by $700 million—relative to the Governor's proposal—freeing up a like amount of funding. Correspondingly, the final budget package reflects higher General Fund spending for homeless grants and the universities, among others. The Governor signed the *2018-19 Budget Act* and 26 other budget related bills on June 27 and June 28, 2018.

Overall Spending
The budget assumed total state spending of $197.2 billion (excluding federal and bond funds), an increase of 7% over revised totals for 2017-18. General Fund spending in the budget package is $138.7 billion—an increase of $11.6 billion, or 9%, over the revised 2017-18 level. Special fund spending increased $1.3 billion, or 2%, over the revised 2017-18 level.

Considerable New Spending on Education
The budget package contains significant increases for every education segment. For elementary and secondary schools, the state surpasses the Local Control Funding Formula target rates set in 2013-14. For early education, the budget contains higher spending for more slots, rate increases, staff training, and facilities.

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

The 2018-19 State Budget (continued)

Proposition 98 Establishes Minimum Spending Level
This minimum spending requirement is commonly called the minimum guarantee. The minimum guarantee is determined by three main formulas (known as tests) and various inputs, including General Fund revenue, per capita personal income, and K-12 student attendance. The state can spend at the minimum guarantee or any level above it. If the minimum guarantee increases after budget enactment due to updated inputs, the state owes a "settle-up" obligation. In some years, the state also creates or pays "maintenance factor." Maintenance factor is created when General Fund revenue growth is weak relative to changes in per capita personal income. Maintenance factor is paid when General Fund revenue growth is stronger.

Higher Proposition 98 Spending in 2016-17 and 2017-18
From the June 2017 budget plan to the June 2018 budget plan, spending increased $252 million in 2016-17 and $1.1 billion in 2017-18. These upward revisions are attributable mainly to higher General Fund revenue. As part of the 2017-18 increase, the state is making an additional maintenance factor payment of $789 million (on top of a previous $536 million payment). After making the $1.3 billion total payment, the state will have eliminated all remaining maintenance factor for the first time since 2005-06. In both 2016-17 and 2017-18, the state is spending at the calculated minimum guarantee.

2018-19 Spending up Notably Over Revised 2017-18 Level
For 2018-19, total Proposition 98 spending across all segments is $78.4 billion, an increase of $2.8 billion (3.7%) from the revised 2017-18 level. Test 2 is the operative test in 2018-19, with the increase in the guarantee attributable to a 3.67% increase in per capita personal income. Though the administration projects a 0.29% decline in student attendance for 2018-19, the budget makes no downward adjustment to the minimum guarantee. This is because the budget assumes that attendance *increases* the previous year (in 2017-18), thereby triggering a hold harmless provision in the State Constitution that negates any attendance declines over the subsequent two years. The budget sets total Proposition 98 spending in 2018-19 equal to the administration's May Revision estimate of the minimum guarantee.

$67.9 Billion Proposition 98 Spending on K-12 Education in 2018-19
The enacted 2018-19 level is $2.4 billion (3.6%) more than the revised 2017-18 level and $3.2 billion (4.9%) more than the *2017-18 Budget Act* level. The budget increases spending per student by $579 (5.2%) over the *2017-18 Budget Act* level, bringing Proposition 98 spending per student up to $11,645.

Package Includes Mix of Ongoing and One-Time Spending
The budget includes $5.7 billion in Proposition 98 augmentations for K-12 education across the three-year budget period. Of the $5.7 billion, $4 billion (70%) is ongoing and $1.7 billion (30%) is one time. From an accounting perspective, the increase is scored across multiple fiscal years and includes settle-up and some unspent funds from prior years that have been repurposed. In addition to the Proposition 98 increase, the budget includes $594 million in Proposition 51 bond authority for school facility projects and $100 million in non-Proposition 98 funding for kindergarten school facilities.

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

The 2018-19 State Budget (continued)

Fully Implements the Local Control Funding Formula (LCFF) for Schools, Then Further Increases Rates
In the January budget, the Governor proposed fully implementing LCFF and reaching the target funding rates. The final budget reaches and then goes beyond full implementation. Specifically, the budget closes the gap to the target rates and funds the statutory 2.71% cost-of-living adjustment (COLA) to those rates. In addition, the budget provides nearly an extra 1 percentage point increase in the LCFF rates—effectively funding a 3.7% COLA in 2018-19. The administration estimates that the combined ongoing cost of both full implementation and the augmented COLA is $3.7 billion. This augmentation brings total LCFF spending for school districts and charter schools to $61.1 billion, a 6.4% increase over the revised 2017-18 level. School districts and charter schools may use LCFF monies for any educational purpose.

Funds One-Time Discretionary Grants
The largest one-time spending initiative for K-12 education is $1.1 billion that local education agencies (LEAs) may use for any educational purpose. Funding is distributed based on student attendance (an estimated $183 per average daily attendance). If an LEA owes any funding to the federal government according to a 2014 settlement over Medi-Cal billing practices, the State Controller is to deduct this obligation from the LEA's discretionary grant. The budget assumes that these Medi-Cal obligations total $145 million statewide (though the administration believes actual payments likely will come in lower). The remainder of each LEA's discretionary grant will be scored against any outstanding mandate claims. As less than one-third of LEAs have any such claims, it is estimated that only $202 million of the funding provided will count toward the K-12 mandates backlog. It is estimated that the total remaining mandate backlog at the end of 2018-19 will be $668 million.

All of these factors were considered in preparing the Oxnard School District budget for the 2018-19 fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the Districts accountability for the money it receives. If you have questions about this report or need additional information contact Ms. Janet Penahoat, Assistant Superintendent of Budget and Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, California 93030 or at (805) 385-1501.

OXNARD SCHOOL DISTRICT
Statement of Net Position
June 30, 2018

	Total Governmental Activities
ASSETS	
Cash	$ 144,860,046
Investments	6,773
Accounts receivable	10,270,408
Stores inventories	139,232
Prepaid expenditures	28,304
Capital assets:	
Non-depreciable assets	103,856,808
Depreciable assets	294,339,190
Less accumulated depreciation	(62,473,196)
Total assets	491,027,565
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amounts on refunding	1,960,941
Deferred outflows related to pensions	69,063,693
Deferred outflows related to OPEB	207,975
Total deferred outflows of resources	71,232,609
LIABILITIES	
Accounts payable	19,968,694
Unearned revenues	343,499
Long-term liabilities:	
Due within one year	7,305,824
Due after one year	382,761,226
Net pension liability	197,475,901
Total liabilities	607,855,144
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pensions	6,761,455
Deferred inflows related to OPEB	2,121,949
Total deferred inflows of resources	8,883,404
NET POSITION	
Net investment in capital assets	115,747,958
Restricted for:	
Capital projects	17,108,779
Debt service	15,723,677
Categorical programs	2,136,099
Unrestricted	(205,194,887)
Total net position	$ (54,478,374)

OXNARD SCHOOL DISTRICT

Statement of Activities

For the Fiscal Year Ended June 30, 2018

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
Governmental Activities					
Instructional Services:					
Instruction	$ 139,480,777	$ 185,168	$ 17,784,834	$ 119,843	$ (121,390,932)
Instruction-Related Services:					
Supervision of instruction	6,934,641	11,741	2,218,552	-	(4,704,348)
Instructional library, media and technology	3,660,328	75	208,077	-	(3,452,176)
School site administration	15,301,580	605	469,451	-	(14,831,524)
Pupil Support Services:					
Home-to-school transportation	4,773,163	-	39,063	-	(4,734,100)
Food services	11,070,537	679,439	8,921,282	-	(1,469,816)
All other pupil services	14,264,480	23,268	1,798,084	-	(12,443,128)
General Administration:					
Data processing	2,484,046	-	-	-	(2,484,046)
All other general administration	10,186,972	41,987	1,412,855	-	(8,732,130)
Plant Services	19,952,659	5,187	57,252	-	(19,890,220)
Community Services	1,303,892	1,050,209	183,271	-	(70,412)
Enterprise Activities	787,474	-	-	-	(787,474)
Interest on Long-term Debt	11,626,532	-	-	-	(11,626,532)
Issuance Costs	302,907	-	-	-	(302,907)
Other Outgo	807,001	382,065	2,713,637	-	2,288,701
Total governmental activities	$ 242,936,989	$ 2,379,744	$ 35,806,358	$ 119,843	(204,631,044)
General Revenues:					
Property taxes					38,495,384
Federal and state aid not restricted to specific purposes					144,176,095
Interest and investment earnings					489,601
Miscellaneous					1,746,166
Total general revenues					184,907,246
Change in net position					(19,723,798)
Net position - July 1, 2017, as originally stated					(35,043,224)
Adjustment for restatement					1,394,943
Restatement- change in accounting principle					(1,106,295)
Net position - July 1, 2017, as restated					(34,754,576)
Net position - June 30, 2018					$ (54,478,374)

OXNARD SCHOOL DISTRICT
Balance Sheet – Governmental Funds
June 30, 2018

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Cash	$ 30,269,810	$ 81,886,189	$ 32,704,047	$ 144,860,046
Investments	6,773	-	-	6,773
Accounts receivable	7,661,821	528,588	2,079,999	10,270,408
Due from other funds	1,379,134	-	2,458	1,381,592
Inventories	104,786	-	34,446	139,232
Prepaid expenditures	28,304	-	-	28,304
Total Assets	$ 39,450,628	$ 82,414,777	$ 34,820,950	$ 156,686,355
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	$ 6,204,692	$ 4,325,689	$ 324,691	$ 10,855,072
Due to other funds	4,341,961	-	1,379,134	5,721,095
Unearned revenue	343,499	-	-	343,499
Total Liabilities	10,890,152	4,325,689	1,703,825	16,919,666
Fund Balances				
Nonspendable	153,090	-	34,652	187,742
Restricted	1,851,430	78,089,088	33,082,473	113,022,991
Assigned	17,257,158	-	-	17,257,158
Unassigned	9,298,798	-	-	9,298,798
Total Fund Balances	28,560,476	78,089,088	33,117,125	139,766,689
Total Liabilities and Fund Balances	$ 39,450,628	$ 82,414,777	$ 34,820,950	$ 156,686,355

OXNARD SCHOOL DISTRICT

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2018

Total fund balances - governmental funds			$ 139,766,689
Amounts reported for governmental activities in the statement of net position are different because capital assets used for governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is $398,195,998 and the accumulated depreciation is ($62,473,196).			335,722,802
In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was:			(4,774,119)
In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:			
	Certificates of participation payable	11,415,536	
	Energy retrofit agreement	3,668,670	
	Compensated absences payable	1,687,627	
	Early Retirement Incentives	4,035,005	
	General obligation bonds payable	288,175,184	(308,982,022)
Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow of resources. The remaining deferred amounts on refunding at the end of the period were:			1,960,941
The net pension liability is not due and payable in the current reporting period, and therefore is not reported as a liability in the fund financial statements.			(197,475,901)
The net OPEB liability is not due and payable in the current reporting period, and therefore is not reported as a liability in the fund financial statements.			(81,085,028)
In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were:			
	Deferred outflows of resources		207,975
	Deferred inflows of resources		(2,121,949)
In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were:			
	Deferred outflows of resources		69,063,693
	Deferred inflows of resources		(6,761,455)
Total net position - governmental activities			$ (54,478,374)

OXNARD SCHOOL DISTRICT

Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds
For the Fiscal Year Ended June 30, 2018

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
LCFF sources	$ 161,894,674	$ -	$ -	$ 161,894,674
Federal sources	12,544,465	-	8,821,075	21,365,540
Other state sources	17,754,593	-	1,760,316	19,514,909
Other local sources	10,105,439	1,193,601	14,342,578	25,641,618
Total Revenues	202,299,171	1,193,601	24,923,969	228,416,741
EXPENDITURES				
Current:				
Instruction	129,017,066	-	934,081	129,951,147
Instruction-Related Services:				
Supervision of instruction	6,344,548	-	126,598	6,471,146
Instructional library, media and technology	3,055,456	-	-	3,055,456
School site administration	13,925,765	-	-	13,925,765
Pupil Support Services:				
Home-to-school transportation	4,474,662	-	-	4,474,662
Food services	39,855	-	9,898,912	9,938,767
All other pupil services	13,730,442	-	-	13,730,442
Community Services	1,127,248	-	-	1,127,248
General Administration Services:				
Data processing services	2,370,504	-	-	2,370,504
Other general administration	16,634,616	-	137,389	16,772,005
Plant Services	15,336,460	-	159,256	15,495,716
Transfer of Indirect Costs	(574,573)	-	574,573	-
Capital Outlay	6,455,545	42,880,242	3,955	49,339,742
Intergovernmental Transfers	787,474	-	-	787,474
Debt Service:				
Issuance costs	-	302,907	-	302,907
Principal	295,022	-	5,193,241	5,488,263
Interest	278,117	-	10,801,663	11,079,780
Total Expenditures	213,298,207	43,183,149	27,829,668	284,311,024
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,999,036)	(41,989,548)	(2,905,699)	(55,894,283)
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	-	-	461,555	461,555
Interfund transfers out	(461,555)	-	-	(461,555)
Issuance of debt - general obligation bonds	-	13,996,626	-	13,996,626
Premiums on issuance of debt	-	-	161,745	161,745
Total Other Financing Sources and Uses	(461,555)	13,996,626	623,300	14,158,371
Net Change in Fund Balances	(11,460,591)	(27,992,922)	(2,282,399)	(41,735,912)
Fund Balances, July 1, 2017	40,021,067	106,082,010	35,399,524	181,502,601
Fund Balances, June 30, 2018	$ 28,560,476	$ 78,089,088	$ 33,117,125	$ 139,766,689

OXNARD SCHOOL DISTRICT

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities
For the Fiscal Year Ended June 30, 2018

Total net change in fund balances - governmental funds		$ (41,735,912)
Amounts reported for governmental *activities* in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:		
Expenditures for capital outlay	56,219,467	
Depreciation expense	(5,484,965)	50,734,502
In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were:		5,488,263
In governmental funds, proceeds from debt are recognized as other financing sources. In the government-wide statements, proceeds from debt are reported as an increase to liabilities. Amounts recognized in governmental funds as proceeds from debt, net of issue premium or discount, were:		(14,138,434)
In governmental funds, the entire proceeds from disposal of capital assets are reported as revenue. In the statement of activities, only the resulting gain or loss is reported. The difference between the proceeds from disposal of capital assets and the resulting gain or loss is:		(37,258)
In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was:		(635,490)
In the statement of activities, compensated absences are measured by the amounts *earned* during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually *paid*). This year, vacation leave earned exceeded the amounts paid by:		(23,987)
In governmental funds, if debt is issued at a premium or discount, the premium or discount is recognized as an other financing source or an other financing use in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Net amortization of premium or discount for the period is:		68,800
In the governement-wide statements, expenses must be accrued in connections with any liabilities incurred during the period that are not expected to be liquidated with current financial resources, in addition to compensated absences and long-term debt.		(4,037,189)
In governmental funds, OPEB expenses are recognized when employer contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was:		(3,306,335)
In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:		(12,100,758)
Change in net position of governmental activities		$ (19,723,798)

OXNARD SCHOOL DISTRICT
Statement of Fiduciary Net Position
June 30, 2018

	Trust Fund	Agency Funds	
	Retiree Benefits Fund	Student Body Funds	Total
Assets			
Cash	$ 5,037,214	$ 150,025	$ 5,187,239
Accounts receivable	34,700	-	34,700
Due from other funds	4,339,503	-	4,339,503
Inventory	-	19,621	19,621
Total Assets	9,411,417	$ 169,646	9,581,063
Liabilities			
Accounts payable	-	$ 2,122	2,122
Due to student groups	-	167,524	167,524
Total Liabilities	-	$ 169,646	169,646
Net Position			
Restricted	$ 9,411,417		$ 9,411,417

OXNARD SCHOOL DISTRICT
Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended June 30, 2018

	Trust Fund Retiree Benefits Fund
ADDITIONS	
Interest	$ 79,553
In-district contributions	4,339,504
Total Additions	4,419,057
DEDUCTIONS	
Operating expenditures	3,545,374
Total Deductions	3,545,374
Net Increase (Decrease)	873,683
Net position - July 1, 2017	8,537,734
Net position - June 30, 2018	$ 9,411,417

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Oxnard School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

A. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For Oxnard School District, this includes general operations, food service, and student related activities of the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

B. Basis of Presentation, Basis of Accounting

1. Basis of Presentation

Government-Wide Financial Statements
The statement of net position and the statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements
The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category - *governmental* and *fiduciary* - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Major Governmental Funds
The District reports the following major governmental funds:

General Fund: This fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund. The District also maintains a Special Reserve Fund for Other Than Capital Outlay Projects. The fund does not meet the criteria to be reported as a special revenue fund. Because that fund does not meet the definition of a special revenue fund under GASB 54, the activity in that fund is being reported within the General Fund.

Building Fund: This fund is used to account for the acquisition of major governmental capital facilities and buildings from the sale of general obligation bonds.

Non-Major Governmental Funds
The District maintains the following non-major governmental funds:

Special Revenue Fund:

Child Development Fund: This fund is used to account for resources committed to child development programs maintained by the District.

Cafeteria Fund: This fund is used to account for revenues received and expenditures made to operate the District's food service operations.

Capital Projects Funds:

Capital Facilities Fund: This fund is used to account for resources received from developer impact fees assessed under provisions of the California Environmental Quality Act.

County School Facilities Fund: This fund is used to account for state apportionments provided for modernization of school facilities under SB50.

Debt Service Fund:

Bond Interest and Redemption Fund: This Fund is used to account for the accumulation of resources for, and the repayment of, District bonds, interest, and related costs.

Fiduciary Funds
Fiduciary fund reporting focuses on net position and changes in net position. Fiduciary funds are used to report assets held in a trustee or agency capacity for others and therefore cannot be used to support the District's own programs. The fiduciary fund category includes pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Fiduciary Funds (continued)
The District maintains the following fiduciary funds:

Retiree Benefit Fund: This fund is used to account separately for amounts held in trust from salary reduction agreements, other irrevocable contributions for employees' retirement benefit payments or both.

Agency Funds: The District maintains a separate agency fund for each school that operates an Associated Student Body (ASB) Fund, whether it is organized or not.

2. Measurement Focus, Basis of Accounting

Government-Wide and Fiduciary Fund Financial Statements
The government-wide and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements
Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

3. Revenues - Exchange and Non-Exchange Transactions
Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

3. Revenues - Exchange and Non-Exchange Transactions (continued)
Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

C. Budgetary Data
The budgetary process is prescribed by provisions of the California *Education Code* and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

D. Encumbrances
Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position

1. Cash and Cash Equivalents
The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.

2. Inventories and Prepaid Items
Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

3. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Buildings and Improvements	25-40 years
Land Improvements	14-30 years
Furniture and Equipment	5-15 years

4. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

5. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

6. Compensated Absences

The liability for compensated absences reported in the government-wide statements consists of unpaid, accumulated annual and vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

7. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

8. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Oxnard School District Retiree Benefits Plan ("the Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

9. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, and Net Position (continued)

9. Fund Balances (continued)

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

10. Net Position

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

- **Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

F. Minimum Fund Balance Policy

The District has adopted a formal minimum fund balance policy, as recommended by GASB Statement No. 54; the District follows the guidelines recommended in the Criteria and Standards of Assembly Bill (AB) 1200, which recommend a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of total General Fund expenditures and other financing uses.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the governing board has provided otherwise in its commitment or assignment actions.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G. Property Tax Calendar

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

I. New GASB Pronouncements

During the 2017-18 fiscal year, the following GASB Pronouncements became effective:

1. In June 2015, the GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits, or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

   This Statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*, for OPEB. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans.

2. In March 2016, the GASB issued Statement No. 81, *Irrevocable Split-Interest Agreements*. The objective of this Statement is to improve accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. This Statement requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities, and deferred inflows of resources at the inception of the agreement. Furthermore, this Statement requires that a government recognize assets representing its beneficial interests in irrevocable split-interest agreements that are administered by a third party, if the government controls the present service capacity of the beneficial interests. This Statement requires that a government recognize revenue when the resources become applicable to the reporting period.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. New GASB Pronouncements (continued)

3. In March 2017, the GASB issued Statement No. 85, *Omnibus 2017*. The objective of this Statement is to address practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits [OPEB]). Specifically, this Statement addresses the following topics:

    - Blending a component unit in circumstances in which the primary government is a business-type activity that reports in a single column for financial statement presentation
    - Reporting amounts previously reported as goodwill and "negative" goodwill
    - Classifying real estate held by insurance entities
    - Measuring certain money market investments and participating interest-earning investment contracts at amortized cost
    - Timing of the measurement of pension or OPEB liabilities and expenditures recognized in financial statements prepared using the current financial resources measurement focus
    - Recognizing on-behalf payments for pensions or OPEB in employer financial statements
    - Presenting payroll-related measures in required supplementary information for purposes of reporting by OPEB plans and employers that provide OPEB
    - Classifying employer-paid member contributions for OPEB
    - Simplifying certain aspects of the alternative measurement method for OPEB
    - Accounting and financial reporting for OPEB provided through certain multiple-employer defined benefit OPEB plans.

4. In May 2017, the GASB issued Statement No. 86, *Certain Debt Extinguishment Issues*. The primary objective of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources-resources other than the proceeds of refunding debt - are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance.

NOTE 2 – CASH AND INVESTMENTS

Cash and investments at June 30, 2018, are reported at fair value and consisted of the following:

	Governmental Activities/ Funds	Fiduciary Funds
Pooled Funds:		
Cash in county treasury	$ 144,839,840	$ 5,037,214
Total Pooled Funds	144,839,840	5,037,214
Deposits:		
Cash on hand and in banks	-	150,025
Cash in revolving funds	20,206	-
Total Deposits	20,206	150,025
Total Cash	$ 144,860,046	$ 5,187,239

	Rating	Governmental Activities/ Funds
Investments:		
US Bank - First American Government Obligation Bond	AAAm	$ 6,773

Pooled Funds
In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2018, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Custodial Credit Risk – Deposits
Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to $250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit).

NOTE 2 – CASH AND INVESTMENTS (continued)

Custodial Credit Risk – Deposits (continued)
The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

As of June 30, 2018, none of the District's bank balance was exposed to custodial credit risk because it was insured by the FDIC.

Investments - Interest Rate Risk
The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Education. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment.

Maturities of investments held at June 30, 2018, consisted of the following:

		Maturity		
	Fair Value	Less Than One Year	One Year Through Five Years	Fair Value Measurement
Investment maturities:				
U.S. Bank				
First American Government Obligation Fund	$ 6,773	$ 6,773	$ -	Level 2

Investments - Credit Risk
The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2018, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

Investments - Concentration of Credit Risk
The District does not place limits on the amount it may invest in any one issuer. At June 30, 2018, the District had the following investment that represented more than five percent of the District's net investments.

U.S. Bank - First American Government Obligation Fund	100%

Fair Value Measurements
The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value.

NOTE 2 – CASH AND INVESTMENTS (continued)

Fair Value Measurements (continued)
The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $1.00 net asset value per share.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2018, consisted of the following:

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds	Retiree Benefits Fund
Federal Government:					
Categorical aid programs	$ 5,521,572	$ -	$ 1,632,641	$ 7,154,213	$ -
State Government:					
Child Nutrition	-	-	100,093	100,093	-
Lottery	674,186	-	-	674,186	-
Categorical aid programs	337,684	-	161,519	499,203	-
Local:					
Interest	234,288	528,588	185,746	948,622	34,700
Other local	334,134	-	-	334,134	-
Miscellaneous	559,957	-	-	559,957	-
Totals	$ 7,661,821	$ 528,588	$ 2,079,999	$ 10,270,408	$ 34,700

NOTE 4 – INTERFUND ACTIVITIES

A. Balances Due To/From Other Funds

Balances due/to other funds at June 30, 2018, consisted of the following:

	Due from Other Funds			
	General Fund	Non-Major Governmental Funds	Total Governmental Funds	Fiduciary Funds
General Fund	$ -	$ 1,379,134	$ 1,379,134	$ 4,339,503
Non-Major Governmental Funds	2,458	-	2,458	-
Totals	$ 2,458	$ 1,379,134	$ 1,381,592	$ 4,339,503

Due from the General Fund to the Child development Fund for state contribution	$ 144,401
Due from the General Fund to the Cafeteria Fund for cash contribution	1,191,599
Due from the General Fund to the Capital Facilities Fund for administrative costs	43,134
Due from the General Fund to the Retiree Benefit Fund for retiree benefit transfer	4,339,503
Due from the Cafeteria Fund to the General Fund for invoices outstanding	2,458
Total	$ 5,721,095

B. Transfers To/From Other Funds

Transfers to/from other funds during the year ended June 30, 2018, consisted of the following:

General Fund to the Child Nutrition Fund for cash contribution	$ 461,555

NOTE 5 – FUND BALANCES

At June 30, 2018, fund balances of the District's governmental funds were classified as follows:

	General Fund	Building Fund	Non-Major Governmental Funds	Total
Nonspendable:				
Revolving cash	$ 20,000	$ -	$ 206	$ 20,206
Stores inventories	104,786	-	34,446	139,232
Prepaid expenditures	28,304	-	-	28,304
Total Nonspendable	153,090	-	34,652	187,742
Restricted:				
Categorical programs	1,851,430	-	3,492	1,854,922
Food service	-	-	246,525	246,525
Capital projects	-	78,089,088	17,108,779	95,197,867
Debt service	-	-	15,723,677	15,723,677
Total Restricted	1,851,430	78,089,088	33,082,473	113,022,991
Assigned:				
17/18 Technology Replacement Plan	3,300,000	-	-	3,300,000
15/16 Projects Balance	2,036,750	-	-	2,036,750
16/17 Projects Balance	50,000	-	-	50,000
Textbooks	2,000,000	-	-	2,000,000
Bus Replacement	100,000	-	-	100,000
Legal	500,000	-	-	500,000
Other assignments	9,270,408	-	-	9,270,408
Total Assigned	17,257,158	-	-	17,257,158
Unassigned:				
Reserve for economic uncertainties	6,096,417	-	-	6,096,417
Remaining unassigned balances	3,202,381	-	-	3,202,381
Total Unassigned	9,298,798	-	-	9,298,798
Total	$ 28,560,476	$ 78,089,088	$ 33,117,125	$ 139,766,689

NOTE 6 – CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2018, was as follows:

	Balance, July 1, 2017	Audit Restatements	Adjusted Balance, July 1, 2017	Additions	Retirements	Balance, June 30, 2018
Capital assets not being depreciated:						
Land	$ 27,138,791	$ -	$ 27,138,791	$ 9,151,013	$ -	$ 36,289,804
Construction in progress	48,755,920	1,349,943	50,105,863	45,802,820	28,341,679	67,567,004
Total capital assets not being depreciated	75,894,711	1,349,943	77,244,654	54,953,833	28,341,679	103,856,808
Capital assets being depreciated:						
Improvement of sites	23,818,382	-	23,818,382	5,941,818	-	29,760,200
Buildings	231,317,213	-	231,317,213	22,691,679	-	254,008,892
Equipment	9,773,658	-	9,773,658	973,816	177,376	10,570,098
Total capital assets being depreciated	264,909,253	-	264,909,253	29,607,313	177,376	294,339,190
Accumulated depreciation for:						
Improvement of sites	(11,201,222)	-	(11,201,222)	(887,621)	-	(12,088,843)
Buildings	(40,645,344)	-	(40,645,344)	(3,952,623)	-	(44,597,967)
Equipment	(5,281,783)	-	(5,281,783)	(644,721)	(140,118)	(5,786,386)
Total accumulated depreciation	(57,128,349)	-	(57,128,349)	(5,484,965)	(140,118)	(62,473,196)
Total capital assets being depreciated, net	207,780,904	-	207,780,904	24,122,348	37,258	231,865,994
Governmental activity capital assets, net	$ 283,675,615	$ -	$ 285,025,558	$ 79,076,181	$ 28,378,937	$ 335,722,802

Depreciation expense is allocated to the following functions in the statement of activities:

Instruction	$ 3,016,125
Instructional Supervision and Administration	110,183
Instructional Library, Media and Technology	54,486
School Site Administration	274,853
Home-to-School Transportation	54,486
Food Services	219,157
All other Pupil Services	110,184
Community Services	54,486
All Other General Administration	164,671
Centralized Data Processing	54,486
Plant Services	1,371,848
	$ 5,484,965

NOTE 7 – GENERAL LONG-TERM DEBT

Changes in long-term debt for the year ended June 30, 2018, were as follows:

	Balance, July 1, 2017	Additions	Deductions	Balance, June 30, 2018	Amount Due Within One Year
General Obligation Bonds:					
Principal repayments	$ 257,793,788	$ 13,996,626	$ 4,891,641	$ 266,898,773	$ 4,597,107
Accreted interest component	4,553,945	1,036,513	395,000	5,195,458	370,000
Unamortized issuance premium	16,895,851	141,808	925,450	16,112,209	928,996
Unamortized issuance discount	(33,340)	-	(2,084)	(31,256)	(2,084)
Total - Bonds	279,210,244	15,174,947	6,210,007	288,175,184	5,894,019
Certificates of Participation					
Principal repayments	11,791,000	-	301,600	11,489,400	315,400
Unamortized issuance discount	(76,591)	-	(2,727)	(73,864)	(2,727)
Total - Certificates of Participation	11,714,409	-	298,873	11,415,536	312,673
Energy Retrofit Agreement	3,963,692	-	295,022	3,668,670	292,131
Compensated Absences	1,663,640	23,987	-	1,687,627	-
Early retirement incentive	-	4,035,005	-	4,035,005	807,001
*Other Postemployment Benefits (OPEB)	79,693,267	8,289,097	6,897,336	81,085,028	-
Totals	376,245,252	27,523,036	13,701,238	390,067,050	7,305,824

** Beginning balance of OPEB has been restated to reflect the implementation of GASB Statement No.75*

Payments for general obligation bonds are made by the Bond Interest and Redemption Fund. Certificates of participation payments are made by Capital Facilities Funds. Accumulated vacation, retirement incentives, other postemployment benefits, and net pension liabilities will be paid for by the fund for which the employee worked. Lease payments for the Energy Retrofit Agreement will be paid for by the General Fund.

A. General Obligation Bonds

General Obligation Bonds - Measure M6
On November 7, 2006, the District received authorization to issue $64 million in general obligation bonds. The Bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities.

General Obligation Bonds - Measure R
Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed $90 million. The bonds are general obligations of the District. The bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Election 2016 – Measure D
On November 8, 2016, the voters of the District approved Measure D authorizing the District to issue up to $142.5 million general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities.

NOTE 7 – GENERAL LONG-TERM DEBT (continued)

A. General Obligation Bonds (continued)

Prior-Year Defeasance of Debt

In prior years, the District defeased certain general obligation bonds by placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's financial statements. At June 30, 2018, $17,090,000 of bonds outstanding are considered defeased. The difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter. At June 30, 2018, deferred amounts on refunding were $1,960,941.

2016 General Obligation Refunding Bonds

On September 27, 2016, the District issued $16,360,000 of General Obligation Refunding Bonds, Series 2016. The bonds bear fixed interest rates ranging between 1.25% and 4.00% with annual maturities from February 1, 2017, through August 1, 2026. The net proceeds of $18,353,202 (after premiums and issuance costs) were used to advance refund a portion of the District's outstanding Election of 2006 Series B General Obligation Bonds.

The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest and principal of the bonds.

A summary of the District's outstanding general obligation bonds is below:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2017	Additions	Redeemed During Year	Outstanding, June 30, 2018
Measure M6 (2006)								
Series B	3.0% to 5.74%	7/11/2008	7/1/2033	$ 31,997,467	$ 9,692,467	$ -	$ 1,240,000	$ 8,452,467
Measure R (2012)								
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	18,390,000	17,400,000	-	330,000	17,070,000
Series B	3.375% to 5.0%	5/30/2013	8/1/2043	25,500,000	25,500,000	-	-	25,500,000
Series C	3.625% to 5.75%	11/5/2014	8/1/2044	15,750,000	15,750,000	-	-	15,750,000
Series D	2.0% to 5.25%	8/4/2015	8/1/2040	30,360,000	29,650,000	-	210,000	29,440,000
Measure D (2016)								
Series A	3.5% to 5.0%	3/30/2017	8/1/2046	81,000,000	81,000,000	-	-	81,000,000
Series B	3.0 to 5.0%	3/29/2018	8/1/2041	13,996,626	-	13,996,626	-	13,996,626
Refunding Issues								
1997 Ref.	3.5% to 7.8%	3/7/1997	8/1/2019	19,890,672	201,321	-	71,641	129,680
2001 Ref., Ser. A	3.9% to 5.75%	8/15/2001	8/1/2030	20,920,000	12,600,000	-	775,000	11,825,000
2010 Ref.	2.0% to 5.0%	3/7/2011	8/1/2023	10,750,000	7,195,000	-	1,065,000	6,130,000
2011 Ref.	2.0% to 5.0%	7/14/2011	8/1/2027	7,275,000	5,425,000	-	25,000	5,400,000
2012 Ref.	2.0% to 5.0%	7/2/2012	8/1/2033	12,240,000	12,000,000	-	100,000	11,900,000
2014 Ref.	4.0% to 5.0%	6/19/2014	8/1/2027	11,835,000	10,895,000	-	770,000	10,125,000
2015 Ref.	2.0% to 5.0%	5/6/2015	8/1/2036	14,305,000	14,125,000	-	-	14,125,000
2016 Ref.	1.25% to 4.0%	9/27/2016	8/1/2026	16,360,000	16,360,000	-	305,000	16,055,000
					$ 257,793,788	$ 13,996,626	$ 4,891,641	$ 266,898,773
			Accreted Interest:					
				1997 Ref.	$ 134,984	$ 367,752	$ 395,000	$ 107,736
				2006, Ser.B	4,418,961	668,761	-	5,087,722
					$ 4,553,945	$ 1,036,513	$ 395,000	$ 5,195,458

NOTE 7 – GENERAL LONG-TERM DEBT (continued)

A. General Obligation Bonds (continued)

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2018, are as follows:

Fiscal Year	Principal	Interest	Total
2018-2019	$ 4,597,107	$ 11,252,758	$ 15,849,865
2019-2020	5,952,573	11,079,627	17,032,200
2020-2021	5,250,000	10,727,319	15,977,319
2021-2022	5,410,000	10,736,238	16,146,238
2022-2023	6,054,412	10,566,544	16,620,956
2023-2028	37,954,397	50,612,903	88,567,300
2028-2033	42,754,663	52,865,851	95,620,514
2033-2038	48,363,158	33,888,489	82,251,647
2038-2043	58,022,463	18,731,472	76,753,935
2043-2047	52,540,000	5,637,363	58,177,363
Total	$ 266,898,773	$ 216,098,564	$ 482,997,337

B. Certificates of Participation

2010 Refunding

On January 19, 2010, the District issued $5,285,900 of Refunding Certificates of Participation pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of refunding the 1997 certificates. The certificates were sold bearing stated interest rate of 4.75 percent maturing between August 1, 2011 and August 1, 2026. At June 30, 2018, the principal balance outstanding was $3,489,400.

2016 Certificates of Participation

On April 7, 2016, the District issued $8,000,000 of Certificates of Participation through the Public Property Financing Corporation of California. The certificates bear an initial interest rate of 2.00% with a 5.00% step-up interest rate that commences August 1, 2021. The certificates were issued as term certificates due August 1, 2045, with annual mandatory sinking fund payments due on August 1 of each year beginning in 2022 until maturity. The proceeds of the certificates are being used to finance the acquisition and improvement of real property for use by the District as educational facilities. At June 30, 2018, the principal balance outstanding was $8,000,000.

NOTE 7 – GENERAL LONG-TERM DEBT (continued)

B. Certificates of Participation (continued)

The annual requirements to amortize all outstanding certificates are as follows:

Fiscal Year	Principal	Interest	Total
2018-2019	$ 315,400	$ 318,256	$ 633,656
2019-2020	328,900	302,954	631,854
2020-2021	347,200	286,896	634,096
2021-2022	365,200	389,977	755,177
2022-2023	562,900	487,709	1,050,609
2023-2028	2,799,800	2,000,073	4,799,873
2028-2033	1,335,000	1,532,375	2,867,375
2033-2038	1,700,000	1,154,750	2,854,750
2038-2043	2,160,000	620,500	2,780,500
2043-2046	1,575,000	174,625	1,749,625
Total	$ 11,489,400	$ 7,268,115	$ 18,757,515

C. Energy Retrofit Agreement

On July 17, 2012, the District entered into an equipment lease/purchase agreement with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The acquisition amount was $4,797,640 with a contract rate of 2.98% and total payments of $6,140,842.

Annual payments on the lease agreement are shown below:

Fiscal Year	Principal	Interest	Total
2018-2019	$ 292,131	$ 107,166	$ 399,297
2019-2020	304,082	98,372	402,454
2020-2021	317,808	89,209	407,017
2021-2022	333,284	79,624	412,908
2022-2023	350,490	69,565	420,055
2023-2028	2,070,875	176,750	2,247,625
	$ 3,668,670	$ 620,686	$ 4,289,356

NOTE 7 – GENERAL LONG-TERM DEBT (continued)

D. Early Retirement Incentive

The District has established a supplemental early retirement incentive program (SERP) whereby certain qualified employees may retire early and receive a portion of their salary paid out as an annuity. The total future payments owing at June 30, 2018, for these obligations are shown below:

Future Years	Amount
2018-2019	$ 807,001
2019-2020	807,001
2020-2021	807,001
2021-2022	807,001
2022-2023	807,001
	$ 4,035,005

NOTE 8 – JOINT VENTURES

The Oxnard School District participates in one joint powers agreement (JPA) entity, the Ventura County Schools Self-Funding Authority (VCSSFA). The relationship between the Oxnard School District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

Condensed audited financial information for the fiscal year ended June 30, 2017, is as follows:

	VCSSFA
Assets	$ 113,684,619
Deferred Outflows of Resources	367,055
Liabilities	51,405,001
Deferred Inflows of Resources	55,306
Net Assets	$ 62,591,367
Revenues	$ 26,663,117
Expenses	19,190,998
Operating Income	7,472,119
Non-Operating Income	854,400
Change in Net Assets	$ 8,326,519

NOTE 9 – RISK MANAGEMENT

Property and Liability and Workers' Compensation
The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2018, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for property and liability insurance coverage and workers' compensation coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation
For fiscal year 2017-18, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for workers' compensation, with excess coverage provided by the SCRMA public entity risk pool. The District maintains a $100,000 Self-Insured Retention (SIR) amount.

Employee Medical Benefits
The District has contracted with Gold Coast Benefits Trust to provide employee health and welfare benefits.

NOTE 10 – COMMITMENTS AND CONTINGENCIES

A. State and Federal Allowances, Awards, and Grants
The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

B. Litigation
The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2018.

C. Construction Commitments
At June 30, 2018, the District had commitments with respect to unfinished capital projects of approximately $27.0 million to be paid from bond proceeds and developer fees.

NOTE 11 – PENSION PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2018, the District reported net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

Pension Plan	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
CalSTRS	$ 137,347,794	$ 48,174,431	$ 6,053,521	$ 18,446,650
CalPERS	60,128,107	20,889,262	707,934	12,364,001
Total	$ 197,475,901	$ 69,063,693	$ 6,761,455	$ 30,810,651

The details of each plan are as follows:

A. California State Teachers' Retirement System (CalSTRS)

Plan Description
The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2016, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided
The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor of the STRP and obligor of the trust. In addition, the state is both an employer and nonemployer contributing entity to the STRP.

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Benefits Provided (continued)
The District contributes exclusively to the STRP Defined Benefit Program, thus disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2018, are summarized as follows:

	STRP Defined Benefit Program	
	On or before	On or after
Hire Date	December 31, 2012	January 1, 2013
Benefit Formula	2% at 60	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	60	62
Monthly Benefits as a Percentage of Eligible Compensation	2.0%-2.4%	2.0%-2.4%
Required Employee Contribution Rate	10.25%	9.205%
Required Employer Contribution Rate	14.43%	14.43%
Required State Contribution Rate	9.328%	9.328%

Contributions
Required member District and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contributions rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven year period. The contribution rates for each plan for the year ended June 30, 2018, are presented above and the District's total contributions were $12,043,228.

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
At June 30, 2018, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related state support and the total portion of the net pension liability that was associated with the District were as follows:

Total net pension liability, including State share:		
District's proportionate share of net pension liability	$	137,347,794
State's proportionate share of the net pension liability associated with the District		32,076,015
Total	$	169,423,809

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

The net pension liability was measured as of June 30, 2017. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	Percentage Share of Risk Pool		
	Fiscal Year Ending June 30, 2018	Fiscal Year Ending June 30, 2017	Change Increase/ (Decrease)
Measurement Date	June 30, 2017	June 30, 2016	
Proportion of the Net Pension Liability	0.148516%	0.154741%	-0.006225%

For the year ended June 30, 2018, the District recognized pension expense of $18,446,650. In addition, the District recognized pension expense and revenue of $1,447,956 for support provided by the State. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 12,043,228	$ -
Net change in proportionate share of net pension liability	10,177,995	-
Difference between projected and actual earnings on pension plan investments	-	3,657,954
Changes of assumptions	25,445,283	-
Differences between expected and actual experience in the measurement of the total pension liability	507,925	2,395,567
Total	$ 48,174,431	$ 6,053,521

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 7 years.

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2019	$ 293,134
2020	8,305,262
2021	6,335,937
2022	2,753,726
2023	6,280,986
Thereafter	3,438,637
Total	$ 27,407,682

Actuarial Methods and Assumptions
Total pension liability for STRS was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2016, and rolling forward the total pension liability to June 30, 2017. The financial reporting actuarial valuation as of June 30, 2016, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2016
Measurement Date	June 30, 2017
Experience Study	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.1%
Consumer Price of Inflation	2.75%
Wage Growth	3.5%

CalSTRS changed the mortality assumptions based on the July 1, 2010, through June 30, 2015, experience study adopted by the board in February 2017. CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance–PCA) as an input to the process. The actuarial investment rate of return assumption was adopted by the board in February 2017 in conjunction with the most recent experience study.

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Actuarial Methods and Assumptions (continued)
For each future valuation, CalSTRS consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometrically-linked real rates of return and the assumed asset allocation for each major asset class for the year ended June 30, 2017, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Global Equity	47%	6.30%
Fixed Income	12%	0.30%
Real Estate	13%	5.20%
Private Equity	13%	9.30%
Absolute Return/Risk Mitigating Strategies	9%	2.90%
Inflation Sensitive	4%	3.80%
Cash/Liquidity	2%	-1.00%

Discount Rate
The discount rate used to measure the total pension liability was 7.1%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.1%) and assuming that contributions, benefit payments and administrative expense occurred midyear. Based on these assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.10%)	$ 201,670,166
Current discount rate (7.10%)	137,347,794
1% increase (8.10%)	85,145,830

On Behalf Payments
The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS in the amount of $6,607,673 (9.328% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are reported as revenues and expenditures. On behalf payments have been included in the budgeted amounts reported in the General Fund - Budgetary Comparison Schedule.

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS)

Plan Description
Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2016 annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publically available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/forms-publications.

Benefits Provided
CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2018, are summarized as follows:

	School Employer Pool (CalPERS)	
	On or before	On or after
Hire Date	December 31, 2012	January 1, 2013
Benefit Formula	2% at 55	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55	62
Monthly Benefits as a Percentage of Eligible Compensation	1.1%-2.5%	1.0%-2.5%
Required Employee Contribution Rate	7.00%	6.00%
Required Employer Contribution Rate	15.531%	15.531%

Contributions
Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Contributions (continued)
The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2018, are presented above and the total District contributions were $5,263,110.

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
As of June 30, 2018, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling $60,128,107. The net pension liability was measured as of June 30, 2017. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	Percentage Share of Risk Pool		
	Fiscal Year Ending June 30, 2018	Fiscal Year Ending June 30, 2017	Change Increase/ (Decrease)
Measurement Date	June 30, 2017	June 30, 2016	
Proportion of the Net Pension Liability	0.251870%	0.253134%	-0.001264%

For the year ended June 30, 2018, the District recognized pension expense of $12,364,001. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 5,263,110	$ -
Net change in proportionate share of net pension liability	2,609,333	-
Difference between projected and actual earnings on pension plan investments	2,080,021	-
Changes of assumptions	8,782,656	707,934
Differences between expected and actual experience in the measurement of the total pension liability	2,154,142	-
Total	$ 20,889,262	$ 707,934

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 4 years.

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2019	$ 4,793,843
2020	6,853,573
2021	4,460,325
2022	(1,189,523)
2023	-
Thereafter	-
Total	$ 14,918,218

Actuarial Methods and Assumptions

Total pension liability for SEP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2016, and rolling forward the total pension liability to June 30, 2017. The financial reporting actuarial valuation as of June 30, 2016, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2016
Measurement Date	June 30, 2017
Experience Study	July 1, 1997 through June 30, 2011
Actuarial Cost Method	Entry age normal
Discount Rate	7.15%
Consumer Price of Inflation	2.75%
Wage Growth	Varies by entry age and service

Mortality assumptions are based on mortality rates resulting from the most recent CalPERS experience study adopted by the CalPERS Board. For purposes of the post-retirement mortality rates, those revised rates include 20 years of mortality improvements, using Scale BB published by the Society of Actuaries.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first ten years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administration expenses.

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Actuarial Methods and Assumptions (continued)
The target asset allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Global Equity	47%	5.38%
Fixed Income	19%	2.27%
Inflation Assets	6%	1.39%
Private Equity	12%	6.63%
Real Estate	11%	5.21%
Infrastructure and Forestland	3%	5.36%
Liquidity	2%	-0.90%

Discount Rate
The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Based on these assumptions, the School Employer Pool fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.15%)	$ 88,467,713
Current discount rate (7.15%)	60,128,107
1% increase (8.15%)	36,618,030

C. Social Security
As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use the Social Security as its alternative plan.

D. Payables to the Pension Plans
At June 30, 2018, the District reported payables of $120,356 and $39,669 for the outstanding amount of legally required contributions to the CalSTRS and CalPERS pension plans, respectively, required for the fiscal year ended June 30, 2018.

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS

A. General Information about the OPEB Plan

Plan description
The Oxnard School District Employee Health and Welfare Benefits Trust ("the Trust") administers the Oxnard School District Retiree Benefits Plan ("the Plan") – a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions (OPEB) for all permanent full-time certificated and classified employees of the District.

The operation and administration of the Trust is the joint responsibility of a Board of three (3) Trustees appointed by the District and designated in writing. The Trustees consist of: (1) the District's Assistant Superintendent of Business and Fiscal Services, (2) one member of the District's governing board, and (3) one retiree, appointed by the District's Board of Trustees.

Benefits provided
The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

Plan membership
At June 30, 2018, the Plan membership consisted of the following:

Inactive plan members or beneficiaries currently receiving benefit payments	227
Active plan members	1,087
Total	1,314

Those hired on or after January 1, 2012 have no entitlement to retiree health benefits.

Contributions
Article 4 of the Trust By-Laws grants the authority to establish and amend the contribution requirements of the District and plan members to the Trust Board. The Board establishes rates based on an actuarially determined rate. For the fiscal year ended June 30, 2018, the District's average contribution rate was 4.0 percent of covered-employee payroll. Plan members are not required to contribute to the plan.

B. Net OPEB Liability

The District's net OPEB liability for the District plan was measured as of June 30, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The District's proportionate share of the net MPP Program OPEB liability was measured as of June 30, 2017, and was determined by an actuarial valuation as of June 30, 2016.

Actuarial assumptions
The total OPEB liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

	District Plan	MPP Program
Valuation Date	June 30, 2017	June 30, 2016
Experience Study	N/A	July 1, 2010, through June 30, 2015
Inflation	2.75 percent per year	N/A
Salary increases	2.75 percent per year	N/A
Investment rate of return	3.8 percent per year net of expenses	3.58 percent
Healthcare cost trend rates	4.0 percent per year	3.7 percent for Medicare Part A, and 4.1 percent for Medicare Part B

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

B. Net OPEB Liability (continued)

District Plan

Following are the tables the mortality assumptions are based upon.

2009 CalSTRS Mortality
The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees
The mortality assumptions are based on the 2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees tables created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Following are the tables the retirement and turnover assumptions are based upon.

2009 CalSTRS Retirement Rates
The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalPERS Retirement Rates for School Employees
The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalSTRS Termination Rates
The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

2009 CalPERS Termination Rates for School Employees
The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

B. Net OPEB Liability (continued)

District Plan (continued)
The long-term expected rate of return on OPEB plan investments was determined using historic 19-year real rates of return for each asset class along with assumed long-term inflation assumptions to set the discount rate. The expected investment return was offset by investment expenses of 25 basis points. The allocation and average portfolio return for each asset class are calculated using geometric rates of return that are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Intermediate-Term Gov Bonds	30%	4.5%
Long-Term Corporate Bonds	30%	5.3%
Long-Term Gov Bonds	30%	4.5%
Short-Term Gov Bonds	10%	3.3%
Total	100%	

MPP Program
CalSTRS changed the mortality assumptions based on the July 1, 2010, through June 30, 2015, experience study adopted by the board in February 2017. CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fi t the patterns of mortality among our members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries.

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of the June 30, 2017, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund, which is a pooled investment program administered by the State Treasurer.

Discount Rate

District Plan
The discount rate used to measure the total OPEB liability was 3.8 percent. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

The discount rate in the prior valuation dated November 20, 2017 was 3.5 percent.

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

B. Net OPEB Liability (continued)

MPP Program

The discount rate used to measure the total OPEB liability was 3.58 percent. The MPP Program is funded on a pay-as-you-go basis, and under the pay-as-you-go method, the OPEB plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, a discount rate of 3.58 percent, which is the Bond Buyer 20-Bond GO Index from Bondbuyer.com as of June 30, 2017, was applied to all periods of projected benefit payments to measure the total OPEB liability.

C. Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balance at July 1, 2017	$ 87,124,706	$ 8,537,734	$ 78,586,972
Changes for the year:			
Service cost	4,854,154	-	4,854,154
Interest	3,335,606	-	3,335,606
Employer contributions	-	4,339,503	(4,339,503)
Assumption changes	(2,267,105)	-	(2,267,105)
Expected investment income	-	339,522	(339,522)
Actual investment income	-	(259,969)	259,969
Expected benefits payments	(3,630,866)	(3,630,866)	-
Benefit payments	85,492	85,492	-
Net changes	2,377,281	873,682	1,503,599
Balance at June 30, 2018	$ 89,501,987	$ 9,411,416	$ 80,090,571
District's Proportionate Share of the Net MPP OPEB Liability			994,457
District's Total Reported Net OPEB Liability			$ 81,085,028

Changes of assumptions and other inputs reflect a change in the discount rate from 3.5 percent in 2017 to 3.8 percent in 2018.

Sensitivity of the total OPEB liability to changes in the discount rate

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

	1% Decrease 2.8%	Discount Rate 3.8%	1% Increase 4.8%
District Plan	$ 87,149,173	$ 80,090,571	$ 73,421,653
	1% Decrease 2.58%	Discount Rate 3.58%	1% Increase 4.58%
MPP Program	$ 1,100,934	$ 994,457	$ 890,887

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

C. Changes in the Net OPEB Liability (continued)

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates
The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

	1% Decrease 3.0%	Healthcare Cost Trend Rates 4.0%	1% Increase 5.0%
District Plan	$ 73,649,252	$ 80,090,571	$ 86,836,868

	1% Decrease (2.7% Part A and 3.1% Part B)	Medicare Cost Trend Rates (3.7% Part A and 4.1% Part B)	1% Increase (4.7% Part A and 5.1% Part B)
MPP Program	$ 898,644	$ 994,457	$ 1,089,313

OPEB plan fiduciary net position
Detailed information about the OPEB plan's fiduciary net position is available in the separately issued SCERS financial report.

D. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB
For the year ended June 30, 2018, the District recognized OPEB expense of $7,671,584. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ (77,110)
Changes of assumptions	-	(2,044,839)
Net differences between projected and actual earnings on OPEB plan investments	207,975	-
Total	$ 207,975	$ (2,121,949)

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

D. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (continued)

The amount reported as deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date of the net OPEB liability will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30:		
2019	$	(178,653)
2020		(178,653)
2021		(178,653)
2022		(178,653)
2023		(230,647)
Thereafter		(968,715)
	$	(1,913,974)

NOTE 13 – ADJUSTMENTS FOR RESTATEMENT

The District's net position at June 30, 2017 on the Statement of Activities was restated as follows:

A. Beginning net position on the Statement of Activities has been increased by $1,394,944 to adjust the amount of construction in progress previously reported.

B. The District elected to implement the provisions of GASB Statement No.75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions" during the fiscal year ended June 30, 2017; however, the reported amount did not include the OPEB liability for the Medicare Premium Payment (MPP) Program administered by CalSTRS. Beginning net position on the Statement of Activities has been decreased by $1,106,295.

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Required Supplementary Information

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OXNARD SCHOOL DISTRICT

Budgetary Comparison Schedule – General Fund
For the Fiscal Year Ended June 30, 2018

	Budgeted Amounts		Actual*	Variance with Final Budget -
	Original	Final	(Budgetary Basis)	Pos (Neg)
Revenues				
LCFF Sources	$ 161,789,368	$ 162,034,498	$ 161,894,674	$ (139,824)
Federal Sources	10,798,120	14,199,256	12,544,465	(1,654,791)
Other State Sources	8,281,675	13,081,148	17,754,593	4,673,445
Other Local Sources	8,678,283	8,944,983	10,103,833	1,158,850
Total Revenues	189,547,446	198,259,885	202,297,565	4,037,680
Expenditures				
Current:				
Certificated Salaries	80,410,975	83,876,735	87,400,225	(3,523,490)
Classified Salaries	28,105,321	31,134,848	30,688,748	446,100
Employee Benefits	38,083,062	41,311,287	50,865,770	(9,554,483)
Books and Supplies	19,147,613	18,509,590	6,615,351	11,894,239
Services and Other Operating Expenditures	20,943,793	20,410,888	22,135,571	(1,724,683)
Transfers of Indirect Costs	(431,013)	(567,122)	(574,573)	7,451
Capital Outlay	3,583,000	3,388,574	14,806,502	(11,417,928)
Other Outgo	2,344,000	3,016,869	787,474	2,229,395
Debt Service	522,937	570,957	573,139	(2,182)
Total Expenditures	192,709,688	201,652,626	213,298,207	(11,645,581)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,162,242)	(3,392,741)	(11,000,642)	(7,607,901)
Other Financing Sources and Uses				
Interfund Transfers Out	(1,407,124)	(1,407,124)	(461,555)	945,569
Excess (Deficiency) of Revenues and Other Expenditures and Other Financing Uses	(4,569,366)	(4,799,865)	(11,462,197)	(6,662,332)
Fund Balances, July 1, 2017	39,897,025	39,897,025	39,897,025	-
Fund Balances, June 30, 2018	$ 35,327,659	$ 35,097,160	$ 28,434,828	$ (6,662,332)

* The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Special Reserve Fund for Other Than Capital Outlay Projects, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

OXNARD SCHOOL DISTRICT

Schedule of Proportionate Share of the Net Pension Liability
For the Fiscal Year Ended June 30, 2018

Last Ten Fiscal Years*

	2017	2016	2015	2014
CalSTRS				
District's proportion of the net pension liability	0.1485%	0.1547%	0.1500%	0.1270%
District's proportionate share of the net pension liability	$ 137,347,794	$ 125,365,550	$ 100,986,000	$ 74,214,990
State's proportionate share of the net pension liability associated with the District	$ 32,076,015	71,378,879	53,410,318	44,814,665
Totals	$ 169,423,809	$ 196,744,429	$ 154,396,318	$ 119,029,655
District's covered-employee payroll	$ 80,537,440	$ 76,798,239	$ 70,452,489	$ 63,059,794
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	170.54%	163.24%	69.76%	84.97%
Plan fiduciary net position as a percentage of the total pension liability	69%	70%	74%	77%
CalPERS				
District's proportion of the net pension liability	0.2519%	0.2531%	0.2457%	0.2290%
District's proportionate share of the net pension liability	$ 60,128,107	$ 49,987,407	$ 36,216,423	$ 25,974,371
District's covered-employee payroll	$ 32,092,252	$ 30,393,939	$ 27,191,989	$ 23,660,479
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	187.36%	164.47%	133.19%	109.78%
Plan fiduciary net position as a percentage of the total pension liability	72%	74%	79%	83%

Notes to Schedule:

Changes in Benefit Terms

A summary of the plan provisions that were used for a specific plan can be found in each plan's annual valuation report.

Change of Assumptions and Methods

CalSTRS:

The assumptions used in determining the Total Pension Liability of the STRP changed as a result of the actuarial experience study for the period starting July 1, 2010 and ending June 30, 2015. The assumption changes were to price inflation, wage growth, discount rate and the mortality tab

CalPERS:

In Fiscal Year 2016-17, the financial reporting discount rate for the PERF B was lowered from 7.65 percent to 7.15 percent. In December 2016, the CalPERS Board approved lowering the funding discount rate used in the PERF B from 7.50 percent to 7.00 percent, which is to be phased-in over a three-year period (7.50 percent to 7.375 percent, 7.375 percent to 7.25 percent, and 7.25 percent to 7.00 percent) beginning with the June 30, 2017, valuation reports. The funding discount rate includes a 15 basis-point reduction for administrative expenses, and the remaining decrease is consistent with the change in the financial reporting discount rate.

In Fiscal Year 2014-15, the financial reporting discount rate was increased from 7.50 percent to 7.65 percent resulting from eliminating the 15 basis-point reduction for administrative expenses. The funding discount rate remained at 7.50 percent during this period, and remained adjusted for administrative expenses.

* *This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

OXNARD SCHOOL DISTRICT

Schedule of Pension Contributions
For the Fiscal Year Ended June 30, 2018

Last Ten Fiscal Years*

	2018	2017	2016	2015
CalSTRS				
Contractually required contribution	$ 12,043,228	$ 10,131,610	$ 8,240,451	$ 6,256,181
Contributions in relation to the contractually required contribution	12,043,228	10,131,610	8,240,451	6,256,181
Contribution deficiency (excess):	$ -	$ -	$ -	$ -
District's covered-employee payroll	$ 83,459,652	$ 80,537,440	$ 76,798,239	$ 70,452,489
Contributions as a percentage of covered-employee payroll	14.43%	12.58%	10.73%	8.88%
CalPERS				
Contractually required contribution	$ 5,263,110	$ 4,456,972	$ 3,600,770	$ 3,200,769
Contributions in relation to the contractually required contribution	5,263,110	4,456,972	3,600,770	3,200,769
Contribution deficiency (excess):	$ -	$ -	$ -	$ -
District's covered-employee payroll	$ 33,887,773	$ 32,092,252	$ 30,393,939	$ 27,191,989
Contributions as a percentage of covered-employee payroll	15.531%	13.888%	11.847%	11.771%

* *This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

OXNARD SCHOOL DISTRICT

Schedule of Changes in the District's Net OPEB Liability and Related Ratios
For the Fiscal Year Ended June 30, 2018

		2017
Total OPEB liability		
Service cost	$	4,854,154
Interest		3,335,606
Changes of assumptions		(2,267,105)
Expected benefit payments		(3,630,866)
Benefit payments		85,492
Net change in total OPEB liability		2,377,281
Total OPEB liability - beginning		87,124,706
Total OPEB liability - ending	$	89,501,987
Plan fiduciary net position		
Contributions - employer	$	4,339,503
Net investment income		79,553
Expected benefit payments		(3,630,866)
Benefit payments		85,492
Net change in plan fiduciary net position		873,682
Plan fiduciary net position - beginning		8,537,734
Plan fiduciary net position - ending	$	9,411,416
District's net OPEB liability	$	80,090,571
Plan fiduciary net position as a percentage of the total OPEB liability		10.52%
Covered-employee payroll	$	112,683,361
District's net OPEB liability as a percentage of covered-employee payroll		71.08%

Notes to Schedule:

This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

OXNARD SCHOOL DISTRICT

Schedule of Changes in the District's Net OPEB Liability and Related Ratios – MPP Program
For the Fiscal Year Ended June 30, 2018

(Dollars in Thousands, except for District's proportionate share)

		2017
Total OPEB liability		
Interest	$	12,928
Differences between expected and actual experience		(41)
Changes of assumptions		(31,240)
Benefit payments, including refunds of member contributions		(28,929)
Net change in total OPEB liability		(47,282)
Total OPEB liability - beginning		468,031
Total OPEB liability - ending	$	420,749
Plan fiduciary net position		
Contributions - employer	$	29,117
Net investment income		11
Premiums paid		(28,929)
Administrative expense		(168)
Net change in plan fiduciary net position		31
Plan fiduciary net position - beginning		10
Plan fiduciary net position - ending	$	41
Net OPEB liability	$	420,708
District's proportionate share of net OPEB liability	$	994,457
Plan fiduciary net position as a percentage of the total OPEB liability		0.01%
Covered-employee payroll		N/A
District's net OPEB liability as a percentage of covered-employee payroll		N/A

Notes to Schedule:

As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP Program; therefore, the covered payroll disclosure is not applicable.

This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

NOTE 1 – PURPOSE OF SCHEDULES

Budgetary Comparison Schedules
This schedule is required by GASB Statement No. 34 as required supplementary information (RSI) for the General Fund and for each major special revenue fund that has a legally adopted annual budget. The budgetary comparison schedule presents both (a) the original and (b) the final appropriated budgets for the reporting period as well as (c) actual inflows, outflows, and balances, stated on the District's budgetary basis. A separate column to report the variance between the final budget and actual amounts is also presented, although not required.

Schedule of Proportionate Share of the Net Pension Liability
This schedule is required by GASB Statement No. 68 and is required for all employers in a cost-sharing pension plan. The schedule reports the following information:

- The proportion (percentage) of the collective net pension liability (similar to the note disclosure)
- The proportionate share (amount) of the collective net pension liability
- The employer's covered-employee payroll
- The proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered-employee payroll
- The pension plan's fiduciary net position as a percentage of the total pension liability

Schedule of Pension Contributions
This schedule is required by GASB Statement No. 68 and is required for all employers in a cost-sharing pension plan. The schedule reports the following information:

- If an employer's contributions to the plan are actuarially determined or based on statutory or contractual requirements: the employer's actuarially determined contribution to the pension plan (or, if applicable, its statutorily or contractually required contribution), the employer's actual contributions, the difference between the actual and actuarially determined contributions (or statutorily or contractually required), and a ratio of the actual contributions divided by covered-employee payroll.

Schedule of Changes in the District's Total OPEB Liability and Related Ratios
This schedule is required by GASB Statement No. 75 for all sole and agent employers that provide other postemployment benefits (OPEB). The schedule presents information of the measurement date of the net OPEB liability.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

At June 30, 2018, the District incurred the following excess of expenditures over appropriations in individual major funds presented in the Budgetary Comparison Schedule:

General Fund:	
Certificated Salaries	$ 3,523,490
Employee Benefits	9,554,483
Services and Other Operating Expenditures	1,724,683
Capital Outlay	11,417,928

Supplementary Information

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OXNARD SCHOOL DISTRICT

Local Educational Agency Organization Structure
June 30, 2018

The Oxnard School District was established in 1873, and consists of an area comprising approximately 28 square miles in the southern portion of Ventura County encompassing a portion of the City of Oxnard. The District operates twelve elementary schools (K-5), three intermediate schools (6-8), five K-8 schools, and one preschool. There were no boundary changes during the year.

GOVERNING BOARD

Member	Office	Term Expires
Mrs. Debra Cordes	President	November, 2018
Mr. Ernest "Mo" Morrison	Clerk	November, 2018
Mrs. Veronica Robles-Solis	Member	November, 2018
Ms. Monica Madrigal Lopez	Member	November, 2020
Mr. Denis O'Leary	Member	November, 2020

DISTRICT ADMINISTRATORS

Dr. Cesar Morales,
Superintendent

Ms. Janet Penanhoat,
Assistant Superintendent, Business and Fiscal Services

Ms. Robin Freeman,
Assistant Superintendent, Educational Services

Dr. Jesus Vaca,
Assistant Superintendent, Human Resources and Support Services

OXNARD SCHOOL DISTRICT
Schedule of Average Daily Attendance
For the Fiscal Year Ended June 30, 2018

	Second Period Report Certificate No. (92E2E4B1)	Annual Report Certificate No. (206E36F1)
Regular ADA:		
Transitional Kindergarten through Third	7,103.14	7,109.14
Fourth through Sixth	5,413.47	5,408.20
Seventh and Eighth	3,460.70	3,459.89
Total Regular ADA	15,977.31	15,977.23
Special Education - Nonpublic, Nonsectarian Schools:		
Transitional Kindergarten through Third	0.33	0.33
Fourth through Sixth	0.81	0.82
Seventh and Eighth	5.31	5.18
Total Special Education, Nonpublic, Nonsectarian Schools	6.45	6.33
Total ADA	15,983.76	15,983.56

See accompanying note to supplementary information.

OXNARD SCHOOL DISTRICT
Schedule of Instructional Time
For the Fiscal Year Ended June 30, 2018

Grade Level	Required	2017-2018 Actual Minutes*	Number of Days Traditional Calendar*	Status
Kindergarten	36,000	47,183	173	Complied
Grade 1	50,400	51,735	173	Complied
Grade 2	50,400	51,735	173	Complied
Grade 3	50,400	51,735	173	Complied
Grade 4	54,000	52,590	173	Complied
Grade 5	54,000	52,590	173	Complied
Grade 6	54,000	54,960	173	Complied
Grade 7	54,000	54,960	173	Complied
Grade 8	54,000	54,960	173	Complied

*The California Department of Education has approved the request for seven emergency days on December 5-8, and 13-15, 2017, for all schools in Oxnard School District. These school closure days may be used to meet the instructional time requirements pursuant to California Education Code sections 46200, 46201, 46207, and/or 46208.

OXNARD SCHOOL DISTRICT

Schedule of Financial Trends and Analysis
For the Fiscal Year Ended June 30, 2018

General Fund	(Budget) 2019 [2]	2018 [3]	2017	2016
Revenues and other financing sources	$ 203,578,916	$ 202,297,565	$ 202,291,346	$ 201,613,578
Expenditures	193,853,685	213,298,207	200,381,171	180,827,018
Other uses and transfers out	2,256,278	461,555	324,349	665,992
Total outgo	196,109,963	213,759,762	200,705,520	181,493,010
Change in fund balance (deficit)	7,468,953	(11,462,197)	1,585,826	20,120,568
Ending fund balance	$ 35,903,781	$ 28,434,828	$ 39,897,025	$ 38,311,199
Available reserves [1]	$ 11,707,912	$ 9,298,798	$ 20,119,090	$ 18,060,044
Available reserves as a percentage of total outgo	6.0%	4.4%	10.0%	10.0%
Total long-term debt	$ 580,237,127	$ 587,542,951	$ 573,721,153	$ 425,398,347
Average daily attendance at P-2	15,984	15,984	16,173	16,359

The General Fund balance has decreased by $9,876,371 over the past two years. The fiscal year 2018-19 adopted budget projects an increase of $7,468,953. For a district of this size, the state recommends available reserves of at least 3% of total general fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating deficit in only one of the past three years, and anticipates incurring an operating surplus during the 2018-19 fiscal year. Long-term debt has increased by $162,144,604 over the past two years.

Average daily attendance has decreased by 375 over the past two years. ADA is not anticipated to change during fiscal year 2018-19.

[1] Available reserves consist of all unassigned fund balances in the General Fund.

[2] Revised Final Budget September, 2018.

[3] The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Special Reserve Fund for Other Than Capital Outlay Projects, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

OXNARD SCHOOL DISTRICT

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
For the Fiscal Year Ended June 30, 2018

	General Fund
June 30, 2018, annual financial and budget report fund balance	$ 36,042,180
Adjustments and reclassifications:	
Increase (decrease) in total fund balance:	
Investments overstated (purchase of land)	7,607,352
June 30, 2018, audited financial statement fund balance	$ 28,434,828

OXNARD SCHOOL DISTRICT

Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2018

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Cluster Expenditures	Federal Expenditures
Federal Programs:				
U.S. Department of Agriculture:				
Passed through California Dept. of Education (CDE):				
Child Nutrition Cluster:				
School Breakfast Program - Especially Needy	10.553	13526	$ 698,253	
National School Lunch Program	10.555	13523	6,723,572	
USDA Donated Foods	10.555	N/A	702,965	
Summer Food Service Program Operations	10.559	13004	93,759	
Total Child Nutrition Cluster				$ 8,218,549
Fresh Fruit and Vegetable Program	10.582	14968		390,353
Child and Adult Food Care Program	10.588	13393	190,752	
Cash in Lieu of Commodities	10.558	13393	21,421	
Total Child and Adult Food Care Program				212,173
Total U.S.Department of Agriculture				8,821,075
U.S. Department of Education:				
Elementary and Secondary School Counseling Program	84.215E	N/A		69,510
Magnet Schools Assistance Program	84.165A	N/A		1,832,796
Passed through California Dept. of Education (CDE):				
Every Student Succeeds Act (ESSA):				
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329		4,030,436
Title II, Part A, Supporting Effective Instruction State Grant	84.367	14341		593,542
English Language Acquisition Grants:				
Title III, Immigrant Education Program	84.365	15146	22,688	
Title III, Limited English Proficiency	84.365	14346	1,140,694	
Total English Language Acquisition Grants Cluster				1,163,382
Passed through Ventura County SELPA:				
Individuals with Disabilities Education Act (IDEA):				
Local Assistance Entitlement	84.027	13379	2,727,493	
IDEA Local Assistance, Part B, Sec 611, Private School ISPs	84.027	10115	5,797	
IDEA Preschool Grants, Part B, Section 619	84.173	13430	128,431	
IDEA Preschool Local Entitlement, Part B, Section 611	84.027A	13682	437,022	
Total Special Education (IDEA) Cluster				3,298,743
Total U.S.Department of Education				10,988,409
U.S. Department of Health & Human Services:				
Passed through California Dept. of Education:				
Medicaid Cluster:				
Medi-Cal Billing Option	93.778	10013	521,925	
Medi-Cal Administrative Activities (MAA)	93.778	10060	186,114	
Total Medicaid Cluster				708,039
Total U.S. Department of Health & Human Services				708,039
Total Expenditures of Federal Awards				$ 20,517,523

Of the Federal expenditures presented in the schedule, the District provided no Federal awards to subrecipients.

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Average Daily Attendance (ADA)
Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time
The District has participated in the Incentives for Longer Instructional Day and Longer Instructional Year. The District has not met its target funding. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of Education Code Sections 46200 through 46206.

Schedule of Financial Trends and Analysis
This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

Schedule of Expenditures of Federal Awards
The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements. The District did not elect to use the ten percent de minimis indirect cost rate.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances and the related expenditures reported on the Schedule of Expenditures of Federal Awards. The reconciling amounts represent Federal funds that have been recorded as revenues that have not been expended by June 30, 2018.

	CFDA Number	Amount
Total Federal Revenues from the Statement of Revenues, Expenditures, and Changes in Fund Balances		$ 21,365,540
Differences between Federal Revenues and Expenditures:		
Medi-Cal Billing Option	93.778	87,216
Medi-Cal Administrative Activities	93.778	(800,480)
Magnet Schools Assistance Program	84.165A	(134,753)
Total Schedule of Expenditures of Federal Awards		$ 20,517,523

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Other Independent Auditors' Reports

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise Oxnard School District's basic financial statements, and have issued our report thereon dated December 4, 2018.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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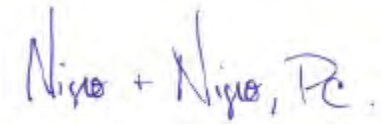
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that is required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
December 4, 2018

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Oxnard School District
Oxnard, California

Report on State Compliance
We have audited Oxnard School District's compliance with the types of compliance requirements described in the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* that could have a direct and material effect on each of the Oxnard School District's state government programs as noted on the following page for the fiscal year ended June 30, 2018.

Management's Responsibility
Management is responsible for compliance with state laws, regulations, and the terms and conditions of its State programs.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of Oxnard School District's state programs based on our audit of the types of compliance requirements referred to on the following page. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to on the following page that could have a direct and material effect on a state program occurred. An audit includes examining, on a test basis, evidence about Oxnard School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state program. However, our audit does not provide a legal determination of Oxnard School District's compliance.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the State laws and regulations applicable to the following items:

Description	Procedures Performed
Local Education Agencies Other Than Charter Schools:	
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	No (see below)
Continuation Education	Not Applicable
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes

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Description	Procedures Performed
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Apprenticeship: Related and Supplemental Instruction	Not Applicable
School Districts, County Offices of Education, and Charter Schools:	
Educator Effectiveness	Yes
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	Not Applicable
Charter Schools:	
Attendance	Not Applicable
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

We did not perform testing for independent study because the ADA was under the level that requires testing.

Unmodified Opinion on Compliance with State Programs

In our opinion, Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2018.

Other Matter(s)

The results of our auditing procedures disclosed an instance of noncompliance with the compliance requirements referred to previously, which is required to be reported in accordance with the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* and which is described in the accompanying schedule of findings and questioned costs as Finding 2018-001. Our opinion on each state program is not modified with respect to these matters.

District's Response to Finding

Oxnard School District's response to the compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Oxnard School District's response was not subjected to the auditing procedures in the audit of compliance and, accordingly, we express no opinion on the response.

Nigro + Nigro, PC

Murrieta, California
December 4, 2018

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Trustees
Oxnard School District
Oxnard, California

Report on Compliance for Each Major Federal Program

We have audited Oxnard School District's compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of Oxnard School District's major federal programs for the year ended June 30, 2018. Oxnard School District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Oxnard School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Oxnard School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Oxnard School District's compliance.

Opinion on Each Major Federal Program

In our opinion, Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

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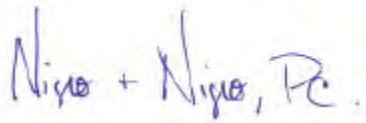
Report on Internal Control Over Compliance

Management of Oxnard School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Oxnard School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Murrieta, California
December 4, 2018

Findings and Questioned Costs

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OXNARD SCHOOL DISTRICT
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2018

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(s) identified not considered to be material weaknesses?	None noted
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(s) identified not considered to be material weaknesses?	None noted
Type of auditors' report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance Sec. 200.516	No

Identification of major programs:

CFDA Numbers	Name of Federal Program or Cluster
10.553, 10.555, 10.559	Child Nutrition Cluster
84.365	English Language Acquisition Grants Cluster

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	Yes

State Awards

Type of auditors' report issued on compliance for state programs:	Unmodified

SECTION II - FINANCIAL STATEMENT FINDINGS

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

Five Digit Code	AB 3627 Finding Types
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

There were no financial statement findings in 2017-18.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

There were no federal award findings or questioned costs in 2017-18.

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

Finding 2018-001 CALPADS Unduplicated Pupil Counts (40000)

Criteria: Supplemental and concentration grant amounts are calculated based on the percentage of "unduplicated pupils" enrolled in the LEA on Census Day (first Wednesday in October). The percentage equals:

- Unduplicated count of pupils who (1) are English learners, (2) meet income or categorical eligibility requirements for free or reduced-price meals under the National School Lunch Program, or (3) are foster youth. "Unduplicated count" means that each pupil is counted only once even if the pupil meets more than one of these criteria (*EC* sections 2574(b)(2) and 42238.02(b)(1)).

- Divided by total enrollment in the LEA (*EC* sections 2574(b)(1) and 42238.02(b)(5)). All pupil counts are based on Fall 1 certified enrollment reported in the CALPADS as of Census Day.

Condition: During our testing of the English Learner (EL) and Free and Reduced Price Meal (FRPM) eligible students reported in the CALPADS 1.17 and 1.18 reports, we noted 6 students who were incorrectly classified as EL or FRPM eligible. One student was classified as an EL student, but did not have evidence as being an EL student in accordance with the District's policy. Five students were classified as FRPM eligible, but did not have documentation to support their designation.

Context: We noted errors in four of the six schools we tested, for a total of 6 exceptions out of a sample size of 104.

Cause: The Food Services Module of Q incorrectly stated the expiration date of the students' eligibility. The parents entered meal applications online, using for eligibility CalFresh numbers that were set to expire by September 30, 2017; but the Food Services Module of Q extrapolated an expiration date of June 30, 2018. This issue has been reported on a service ticket to the Q software vendor.

Questioned Costs: $3,726. This amount was determined by using the California Department of Education's (CDE) audit penalty calculator.

Effect: The unduplicated pupil counts reported in the CALPADS 1.17 and 1.18 reports should be adjusted for the following changes as a result of the procedures performed:

		Adjusted based on eligibility for:		
School Site	CALPADS Reported	FRPM	EL	Adjusted Total
Emilie Ritchen Elementary	521	(1)	-	520
Fremont Academy	882	(2)	-	880
Lemonwood Elementary	816	(1)	-	815
Sierra Linda Elementary	646	(1)	(1)	644
Aggregate remaining school sites	10,313	-	-	10,313
District-wide	14,676	(5)	(1)	14,670

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS (continued)

Finding 2018-001 CALPADS Unduplicated Pupil Counts (40000) (continued)

The enrollment count of 16,653 was not impacted as a result of the procedures performed.

Recommendation: We recommend that the Director of Child Nutrition review the export of student data prior to the upload of data to the CALPADS reporting module.

View of Responsible Officials: Beginning with fiscal year 2018-19, the District has implemented the Community Eligibility Provision (CEP), which is based on direct certification of families from other County and State agencies, such as CalFresh, CalWORKs, and Medi-Cal.

OXNARD SCHOOL DISTRICT
Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2018

There were no findings or questioned costs in 2016-17.

To the Board of Education
Oxnard School District
Oxnard, California

In planning and performing our audit of the basic financial statements of Oxnard School District for the fiscal year ending June 30, 2018, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated December 4, 2018, on the financial statements of Oxnard School District.

ASSOCIATED STUDENT BODY (ASB) FUNDS

***Observation*:** During our testing of cash receipts, we found that many deposits at the tested sites were either lacking supporting documentation, or the documentation was incomplete. Without adequate and complete supporting documentation, we could not verify whether all cash collected had been deposited intact and into the correct ASB account. Sound internal controls for handling cash discourage theft of ASB funds and protect those who handle the cash. It is important to tie all proceeds to the specific fundraiser from which they were generated and to ensure that all proceeds from an event are turned in and properly accounted for.

***Recommendation*:** We recommend that before any events are held, control procedures should be established that will allow for the reconciliation between money collected and fundraiser sales. Additionally, we recommend that the District further investigate the sites who are consistently missing supporting documentation, as this is an indication that funds may be missing.

***Observation*:** During our review of disbursements, we noted that some of the disbursements were lacking approval of one of three required individuals. Furthermore, we noted several disbursements that lacked evidence the goods had been received. Moreover, a disbursement was noted that appears to be unallowable or questionable.

***Recommendation*:** Education Code Section 48933(b) requires all expenditures from ASB funds be authorized by a student representative, an advisor, and a district representative (usually a principal or vice-principal) prior to disbursing the funds. As a "best practice", approval by required parties should be obtained before the actual commitment to purchase the items in order to ensure the expense is a proper use of student-body funds and falls within budgetary guidelines. We recommend that the sites adopt a procedure to pre-approve disbursements using a purchase order to ensure compliance. Additionally, we recommend dating all approvals to eliminate doubt as to when the approval occurred. We also recommend that sites document a physical receipt of the goods or services on the corresponding invoice, packing slip, or other documentation, such as writing "ok to pay" or "received" and initialing the document prior to issuing the check for payment. This ensures that payment is not being made for items received incorrectly or not received at all.

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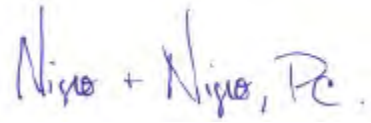
DISTRICT OFFICE

***Observation*:** During our test of cash disbursements, we noted expenditures that lacked preapproval. Additionally, expenditures were noted that exceeded the amount approved on the purchase order.

Recommendation: As a best practice, we recommend that all expenses be approved prior to the ordering of any goods or services to ensure their necessity by the appropriate levels of management. It is important that the preapproval take place before the District is obligated to pay to ensure all funds are expended for allowable purposes and fall within budgetary guidelines. Additionally, the district should ensure that invoices do not exceed approved amounts for budgetary purposes.

We will review the status of the current year comments during our next audit engagement.



Murrieta, California
December 4, 2018

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 01/16/19

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

Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018 (Penanhoat/Crandall Plasencia)

In November 2016, a general obligation bond proposition (Measure D) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures.

Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2018, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

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 accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018.

ADDITIONAL MATERIAL

Attached: Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018 (17 pages)

MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

AUDIT REPORT

For the Fiscal Year Ended June 30, 2018

MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

For the Fiscal Year Ended June 30, 2018

Table of Contents

FINANCIAL SECTION

Page

Introduction and Citizens' Oversight Committee Member Listing 1
Independent Auditors' Report 2
Financial Statements:
Balance Sheet 4
Statement of Revenues, Expenditures, and Changes in Fund Balance 5
Notes to Financial Statements 6

OTHER INDEPENDENT AUDITORS' REPORTS

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 10
Independent Auditors' Report on Performance 12

Financial Section

MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Introduction and Citizens' Oversight Committee Member Listing
June 30, 2018

Oxnard School District consists of three middle schools, 11 elementary schools, six K-8 schools, as well as one special education preschool campus supported by a District Office and an operations center. The District serves approximately 16,650 students.

On November 8, 2016, the voters of the Oxnard School District approved by more than 55% Measure "D", authorizing the issuance and sale of $142,000,000 of general obligation bonds. On March 30, 2017, the District issued Series A of the Election of 2016 General Obligation Bonds in the amount of $81,000,000. The bonds were issued to replace portable classrooms and modernize and construct adult classrooms and support facilities, and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2018:

Name	Title	Representation
Pedro A. Chavez	Chair	Business Representative
Lisa Latimer	Vice Chair	At-Large Community Member
Socorro Castro	Member	Senior Citizen's Organization
John Jay	Member	Taxpayer Organization Member
Michelle Larios	Member	Parent/Guardian of Child in District
Will Ray Jr.	Member	Parent/Guardian of Child in District and Active in Parent Teacher Organization
William Belcher	Member	At-Large Community Member

INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

Report on the Financial Statements
We have audited the accompanying financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of and for the fiscal year ended June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2018, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Kevin Brejnak, CPA, CFE | Peter Glenn, CPA | Michael Klein, CPA, CMA, EA
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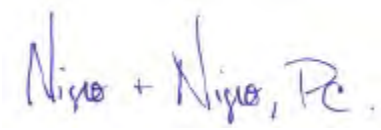
Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure "D" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2018, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated January 7, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California
January 7, 2019

MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Balance Sheet

June 30, 2018

	Measure "D" Building Fund
ASSETS	
Cash	$ 74,513,546
Accounts receivable	467,917
Due from Measure "R"	5,483,926
Total Assets	$ 80,465,389
LIABILITIES AND FUND BALANCE	
Liabilities	
Accounts payable	$ 2,376,301
Fund Balance	
Restricted for capital projects	78,089,088
Total Liabilities and Fund Balance	$ 80,465,389

MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Fiscal Year Ended June 30, 2018

	Measure "D" Building Fund
REVENUES	
Interest earnings	$ 998,707
Total Revenues	998,707
EXPENDITURES	
Current:	
Books and supplies	1,309
Services and other operating expenditures	776,812
Capital outlay	16,348,800
Debt Service:	
Issuance costs	302,907
Total Expenditures	17,429,828
Excess (Deficiency) of Revenues Over (Under) Expenditures	(16,431,121)
OTHER FINANCING SOURCES (USES)	
Proceeds from bond issuances	13,996,626
Net Change in Fund Balance	(2,434,495)
Fund Balance, July 1, 2017	80,523,583
Fund Balance, June 30, 2018	$ 78,089,088

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

On November 8, 2016, the District voters authorized $142,500,000 in General Obligation Bonds (Measure "D") for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "D".

The Bond proceeds are accounted for in the District's Building Fund (21.4), where they are expended for the approved projects. The statements presented are for the individual Measure "D" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

B. Basis of Accounting

The Measure "D" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

E. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Fund Balances (continued)

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 2 – CASH

Pooled Funds

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

NOTE 2 – CASH (continued)

Pooled Funds (continued)
In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2018, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Fair Value Measurements
The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $1.00 net asset value per share.

NOTE 3 – ACCOUNTS RECEIVABLE

The total accounts receivable at June 30, 2018, in the amount of $467,917 represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2018.

NOTE 4 – INTERFUND ACTIVITIES

Balances due/to other funds at June 30, 2018, consisted of the following:

Due from Measure "R" to Measure "D" to reclassify expenditures	$ 5,483,926

NOTE 5 – MEASURE "D" GENERAL OBLIGATION BONDS

On March 29, 2018, the District issued $14.0 million of Series B of the Election of 2016 General Obligation bonds. This follows the issuance of $81.0 million of Series A bonds on March 30, 2017. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure "D" Bonds issued and outstanding as of June 30, 2018, are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2017	Additions	Deductions	Outstanding, June 30, 2018
Measure D (2016)								
Series A	3.5 to 5.0%	3/30/2017	8/1/2046	$ 81,000,000	$ 81,000,000	$ -	$ -	$ 81,000,000
Series B	3.0 to 5.0%	3/29/2018	8/1/2047	13,996,626	-	13,996,626	-	13,996,626
				$ 94,996,626	$ 81,000,000	$ 13,996,626	$ -	$ 94,996,626

'The requirements to amortize outstanding Measure "D" general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2018-19	$ -	$ 4,128,043	$ 4,128,043
2019-20	1,065,000	4,147,150	5,212,150
2020-21	-	4,131,175	4,131,175
2021-22	-	4,224,075	4,224,075
2022-23	149,412	4,316,975	4,466,387
2023-28	1,780,165	21,906,925	23,687,090
2028-33	7,424,442	21,047,663	28,472,105
2033-38	15,760,144	18,454,625	34,214,769
2038-43	27,277,463	13,453,875	40,731,338
2043-48	41,540,000	5,177,925	46,717,925
Total	$ 94,996,626	$ 100,988,431	$ 195,985,057

NOTE 6 – CONSTRUCTION COMMITMENTS

At June 30, 2018, the District had commitments with respect to unfinished capital projects of $27.0 million to be paid from a combination of state and local funds from a combination of Measure "D" and Measure "R".

Other Independent Auditors' Reports

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated January 7, 2019.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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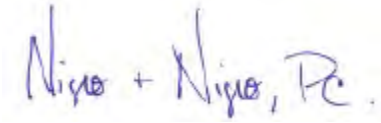
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
January 7, 2019

INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have examined the Oxnard School District's compliance with the performance requirements for the Proposition 39 Measure "D" General Obligation Bond for the fiscal year ended June 30, 2018, under the applicable provisions of Section 1(b)(3)(C) of Article XIIIA of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Objectives
The objectives of the examination of compliance applicable to the District are to determine with reasonable assurance that:

- The expenditures charged to the Oxnard School District Building Fund (21.4) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "D".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

Scope of the Audit
The scope of our performance audit covered the fiscal period from July 1, 2017 to June 30, 2018. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2018 were not reviewed or included within the scope of our audit or in this report.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Kevin Brejnak, CPA, CFE | Peter Glenn, CPA | Michael Klein, CPA, CMA, EA
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Procedures Performed
We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2018 for the Measure "D" General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "D" with regards to the approved bond projects list. We performed the following procedures:

To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.

- We tested $14.2 million in bond fund invoices paid (approximately 82.8%). This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to the construction manager.

- We reviewed the official ballot language as set out in the Measure "D" election documents.

- We visited the construction site at Elm Street and Thurgood Marshall Schools to ensure that expenditures made correspond with the actual work performed at the site.

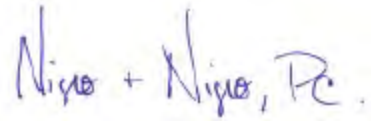
- We verified that funds from the Building Fund were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund were not used for salaries of school administrators or other operating expenses of the District.

- We reviewed documents for projects undertaken during the year to ensure that proper bidding procedures were followed pursuant to Public Contract Code Section 22032.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure "D" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.



Murrieta, California
January 7, 2019

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 01/16/19

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

Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018 (Penanhoat/Crandall Plasencia)

In November 2012, a general obligation bond proposition (Measure R) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures.

Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

Effective June 30, 2018, all Measure R Bond funds have been expended and the Bond Oversight Committee has been disbanded. As a result, this is the final performance audit of the Measure R Bond Fund.

The Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2018, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board

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 accept the Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018.

ADDITIONAL MATERIAL

Attached: Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2018 (17 pages)

MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

AUDIT REPORT

For the Fiscal Year Ended
June 30, 2018

MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

For the Fiscal Year Ended June 30, 2018

Table of Contents

FINANCIAL SECTION

Page

Introduction and Citizens' Oversight Committee Member Listing 1
Independent Auditors' Report 2
Financial Statements:
Balance Sheet 4
Statement of Revenues, Expenditures, and Changes in Fund Balance 5
Notes to Financial Statements 6

OTHER INDEPENDENT AUDITORS' REPORTS

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 10
Independent Auditors' Report on Performance 12

Financial Section

MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Introduction and Citizens' Oversight Committee Member Listing
June 30, 2018

Oxnard School District consists of three middle schools, 11 elementary schools, six K-8 schools, as well as one special education preschool campus supported by a District Office and an operations center. The District serves approximately 16,500 students.

On November 6, 2012, the voters of the Oxnard School District approved by more than 55% Measure "R", authorizing the issuance and sale of $90,000,000 of general obligation bonds. On December 27, 2012, the District issued Series A of the Election of 2012 General Obligation Bonds in the amount of $18,390,000. The bonds were issued to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities, and to pay costs of issuance of the bonds. On May 30, 2013, the District issued Series B of the Election of 2012 General Obligation Bonds in the amount of $25,500,000. On November 5, 2014, the District issued Series C of the Election of 2012 General Obligation bonds in the amount of $15,750,000. On August 4, 2015, the District issued Series D of the Election 2012 General Obligation Bonds in the amount of $30,360,000. The bonds were issued to finance the construction and modernization of school facilities and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation AB1908 (Chapter 44, Statutes of 2000) was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2018:

Name	Title	Representation
Crittenden Ward	Chair	At-Large Community Member
Jessica Vargas	Vice Chair	Parent/Guardian of Child in District and Active in Parent Teacher Organization
Nancy Lindholm	Member	Business Representative
Charles McLaughlin	Member	Taxpayer Organization Member
Alyssa Maria	Member	Parent/Guardian of Child in District
Karen Hill Scott	Member	At-Large Community Member
Robin Freeman	Member	Senior Citizen's Organization

INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

Report on the Financial Statements
We have audited the accompanying financial statements of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of and for the fiscal year ended June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2018, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

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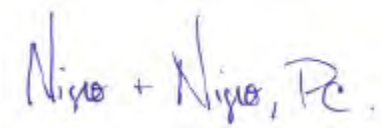
Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure "R" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2018, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated January 7, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California
January 7, 2019

MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Balance Sheet

June 30, 2018

	Measure "R" Building Fund
ASSETS	
Cash	$ 7,372,643
Accounts receivable	60,671
Total Assets	$ 7,433,314
LIABILITIES AND FUND BALANCE	
Liabilities	
Accounts payable	$ 1,949,388
Due to Measure "D"	5,483,926
Total Liabilities	$ 7,433,314

MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Fiscal Year Ended June 30, 2018

	Measure "R" Building Fund
REVENUES	
Interest earnings	$ 190,680
Other local revenue	4,214
Total Revenues	194,894
EXPENDITURES	
Current:	
Materials and supplies	1,307,196
Services and other operating expenditures	1,347,268
Capital outlay	23,098,857
Total Expenditures	25,753,321
Excess (Deficiency) of Revenues Over (Under) Expenditures	(25,558,427)
Fund Balance, July 1, 2017	25,558,427
Fund Balance, June 30, 2018	$ -

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

On November 6, 2012, the District voters authorized $90,000,000 in General Obligation Bonds (Measure "R") for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "R".

The Bond proceeds are accounted for in the District's Building Fund (21.3), where they are expended for the approved projects. The statements presented are for the individual Measure "R" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

B. Basis of Accounting

The Measure "R" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

E. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Fund Balances (continued)

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 2 – CASH

Pooled Funds

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

NOTE 2 – CASH (continued)

Pooled Funds (continued)
In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2018, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Fair Value Measurements
The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $1.00 net asset value per share.

NOTE 3 – ACCOUNTS RECEIVABLE

The total accounts receivable at June 30, 2018, in the amount of $60,671 represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2018.

NOTE 4 – INTERFUND ACTIVITIES

Balances due/to other funds at June 30, 2018, consisted of the following:

Due from Measure "R" to Measure "D" to reclassify expenditures	$ 5,483,926

NOTE 5 – MEASURE "R" GENERAL OBLIGATION BONDS

On December 27, 2012, the District issued $18.4 million of Series A of the Election of 2012 General Obligation bonds, and on May 30, 2013, the District issued $25.5 million of Series B bonds. On November 5, 2014, the District issued $15.8 million of Series C bonds. On August 4, 2015, the District issued $30.4 million of Series D bonds. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure "R" Bonds issued and outstanding as of June 30, 2018, are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2017	Additions	Deductions	Outstanding, June 30, 2018
Measure R (2012)								
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	$ 18,390,000	$ 17,400,000	$ -	$ 330,000	$ 17,070,000
Series B	3.375% to 5.0%	5/30/2013	8/1/2043	25,500,000	25,500,000	-	-	25,500,000
Series C	3.625% to 5.75%	11/5/2014	8/1/2044	15,750,000	15,750,000	-	-	15,750,000
Series D	2.0% to 5.25%	8/4/2015	8/1/2040	30,360,000	29,650,000	-	210,000	29,440,000
					$ 88,300,000	$ -	$ 540,000	$ 87,760,000

The requirements to amortize outstanding Measure "R" general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2018-19	$ 155,000	$ 3,607,081	$ 3,762,081
2019-20	315,000	3,597,681	3,912,681
2020-21	480,000	3,723,106	4,203,106
2021-22	380,000	3,847,231	4,227,231
2022-23	565,000	3,826,206	4,391,206
2023-28	6,230,000	18,421,600	24,651,600
2028-33	13,680,000	16,203,372	29,883,372
2033-38	24,210,000	11,946,028	36,156,028
2038-43	30,745,000	5,277,597	36,022,597
2043-45	11,000,000	459,738	11,459,738
Total	$ 87,760,000	$ 70,909,640	$ 158,669,640

NOTE 6 – CONSTRUCTION COMMITMENTS

At June 30, 2018, the District had commitments with respect to unfinished capital projects of $27.0 million to be paid from a combination of state and local funds from both combination of Measure “R” and Measure “D”.

Other Independent Auditors' Reports

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated January 7, 2019.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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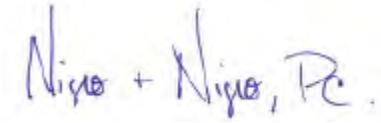
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
January 7, 2019

INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have examined the Oxnard School District's compliance with the performance requirements for the Proposition 39 Measure "R" General Obligation Bond for the fiscal year ended June 30, 2018, under the applicable provisions of Section 1(b)(3)(C) of Article XIIIA of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Objectives
The objectives of the examination of compliance applicable to the District are to determine with reasonable assurance that:

- The expenditures charged to the Oxnard School District Building Fund (21.3) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "R".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

Scope of the Audit
The scope of our performance audit covered the fiscal period from July 1, 2017 to June 30, 2018. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2018 were not reviewed or included within the scope of our audit or in this report.

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Procedures Performed
We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2018 for the Measure "R" General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "R" with regards to the approved bond projects list. We performed the following procedures:

To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.

- We tested approximately $15.4 million in bond fund invoices paid (approximately 60%), which is a combination of 2017-18 expenditures and payments on liabilities accrued as of June 30, 2018 and paid in 2018-19. This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to the construction manager.

- We reviewed the official ballot language as set out in the Measure "R" election documents.

- We visited the construction site at Elm Street and Norma Harrington Schools to ensure that expenditures made correspond with the actual work performed at the site.

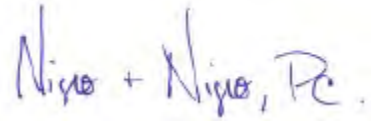
- We verified that funds from the Building Fund were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund were not used for salaries of school administrators or other operating expenses of the District.

- We reviewed documents for projects undertaken during the year to ensure that proper bidding procedures were followed pursuant to Public Contract Code Section 22032.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure "R" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.



Murrieta, California
January 7, 2019

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 1/16/19

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 **__X__**
SECTION F: BOARD POLICIES **1st Reading** _____ **2nd Reading** ____

Ratification of Change Order No. 003 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

During the framing of the classroom building, administration building and kindergarten building the Department of the State Architect Field Inspector took issue with the specified wood posts that were installed on the project and required that they be changed. COR's 69R1, 71R1, 72R1, 75R1 and 76R1 were a result of this additional DSA requirements during construction. The on-site Inspector of Record also had additional requirements during construction relating to fire caulking and the re-work of one shear wall panel. COR's 228R0, 236R1 and 282R1 were incurred as a result. The remaining change orders are design clarifications relating to steel, concrete, wood framing, drywall installation, doors/hardware, mechanical, irrigation, fencing, finish materials, and sheet metal flashing.

Change Order No. 003 provides for the Board's consideration and ratification of forty-six (46) change order requests with the following scope of work.

- COR No. 62R1 - Epoxy Slab Pop-outs
- COR No. 63R1 - Baseplate & AB Templates
- COR No. 64R1 - Added Curbs at Kitchen
- COR No. 65R1 - Curb for DF Wall
- COR No. 69R1 – Replace PT per DSA Field Engineer
- COR No. 71R1 - OT Through 12.31.17
- COR No. 72R1 - OT Through 12.31.17
- COR No. 75R1 - Remove and Replace Posts - Nov 2017
- COR No. 76R1 - Remove and Replace Posts - Dec 2017
- COR No. 199R1 - Fabricate Ridge Posts
- COR No. 203R1 – Weld buckets and Abs
- COR No. 205R1 – Admin Pony Wall Stiffeners
- COR No. 208R1 - Classroom Mech Closet Pulls
- COR No. 210R1 - Add Door & Hardware
- COR No. 211R1 – Add HM Windows – Classroom Bldg.
- COR No. 216R1 - Concrete Pedestal for Stair #3
- COR No. 218R1 - Edge Mtl @ 2nd Flr Balcony
- COR No. 225R1 - Furred Kinder TV Walls

- COR No. 226R1 - Classrm Mkrbd Draft Stops
- COR No. 227R0 - Fire Caulking @ 1 Hr Structure
- COR No. 228R0 - F Caulk @ 2 x's Penetration FR Ceiling
- COR No. 229R1 - Drywall mod for music box wiring
- COR No. 231R0 - Wrap Clsrm Beams w drywall
- COR No. 235R1 - Wrap Bms @ Classroom
- COR No. 236R1 - F Caulk @ Clsrm Bal Roof Fram'g
- COR No. 255R0 – Cost to Remove & Reinstall Branch Selectors
- COR No. 276R1 - Reframe openings per RFI 368
- COR No. 277R1 - RFI 372 add 2x4 at east elevator
- COR No. 279R1 – Add Blocking for Splay Wires
- COR No. 280R1 – Drill Holes in Blkg for Abv Ceil Vent
- COR No. 282R1 - Remove plywood, post, and hardware at GL 4.7, between A and B per DSA
- COR No. 327R0 – Add ductwork, etc.
- COR No. 330R1 – MPR Kit Ceiling Matl Change
- COR No. 335R1 – Revised Irrigation Controller
- COR No. 339R1 – Pres Room Tectum Ceiling Change
- COR No. 342R1 – Site Fencing – Metal
- COR No. 343R1 – Chain Link Mech Unit Enclosures
- COR No. 362R1 – Add Storefronts to LRC Break-out Rooms
- COR No. 366R1 – Add TPO to MPR Parapet
- COR No. 371R0 – Add 2 Dnspts @ Kinder Bldg
- COR No. 377R0 – Nurses Office Drywall Change
- COR No. 380R0 – Add FRP to Jan Closets – All Bldgs
- COR No. 400R0 – Credit – Delete Portion of CMU Wall @ Elect Enc
- COR No. 403R0 – Add Fire Ext to Kinder Bldg
- COR No. 404R0 – Add Fire Ext to Clsrm Bldg
- COR No. 405R0 – Add Blkg for 2nd Marquee Sign

FISCAL IMPACT

Seven Hundred Eighty Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents ($780,729.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 003 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 #003, Bernards Bros Inc. (4 Pages)
- COR No. 62R1 (17 Pages)
- COR No. 63R1 (12 Pages)
- COR No. 64R1 (8 Pages)
- COR No. 65R1 (10 Pages)
- COR No. 69R1 (8 Pages)
- COR No. 71R1 (12 Pages)
- COR No. 72R1 (12 Pages)

- COR No. 75R (33 Pages)
- COR No. 76R1 (37 Pages)
- COR No. 199R1 (12 Pages)
- COR No. 203R1 (17 Pages)
- COR No. 205R1 (10 Pages)
- COR No. 208R1 (2 Pages)
- COR No. 210R1 (9 Pages)
- COR No. 211R1 (5 Pages)
- COR No. 216R1 (8 Pages)
- COR No. 218R1 (13 Pages)
- COR No. 225R1 (9 Pages)
- COR No. 226R1 (8 Pages)
- COR No. 227R1 (17 Pages)
- COR No. 228R0 (15 Pages)
- COR No. 229R1 (33 Pages)
- COR No. 231R0 (19 Pages)
- COR No. 235R1 (20 Pages)
- COR No. 236R1 (12 Pages)
- COR No. 255R0 (47 Pages)
- COR No. 276R1 (10 Pages)
- COR No. 277R1 (9 Pages)
- COR No. 279R1 (14 Pages)
- COR No. 280R1 (11 Pages)
- COR No. 282R1 (9 Pages)
- COR No. 327R0 (19 Pages)
- COR No. 330R1 (13 Pages)
- COR No. 335R1 (5 Pages)
- COR No. 339R1 (10 Pages)
- COR No. 342R1 (16 Pages)
- COR No. 343R2 (9 Pages)
- COR No. 362R1 (10 Pages)
- COR No. 366R1 (7 Pages)
- COR No. 371R0 (6 Pages)
- COR No. 377R0 (10 Pages)
- COR No. 380R1 (7 Pages)
- COR No. 400R0 (5 Pages)
- COR No. 403R0 (9 Pages)
- COR No. 404R0 (9 Pages)
- COR No. 405R0 (12 Pages)
- Construction Services Agreement #16-199 Bernards Bros Inc. (108 Pages)

CHANGE ORDER

Date: 1.16.2019 **CHANGE ORDER NO. 003**

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.....**$ 1,686,892.00**

ADJUSTED CONTRACT SUM.....**$ 24,993,778.00**

NET CHANGE - **$ 780,729.00**

Total Change Orders to Date: 003.....**$ 2,467,621.00**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 003.....**$ 25,774,507.00**

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 .....(10.59%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 62R1 - Epoxy Slab Pop-outs			$9,885	
2.	COR No. 63R1 - Baseplate & AB Templates			$2,727	
3.	COR No. 64R1 - Added Curbs at Kitchen			$794	
4.	COR No. 65R1 - Curb for DF Wall			$2,463	
5.	COR No. 69R1, 71T1, 72R1, 75R1, 76R1 - Replace PT wood base and wood posts per DSA Field Engineer				$142,724
6.	COR No. 199R1 - Fabricate Ridge Posts			$7,467	
7.	COR No. 203R1 - Weld buckets and ABs			$1,702	
8.	COR No. 205R1 - Admin Pony Wall Stiffeners			$7,423	
9.	COR No. 208R1 - Classroom Mech Closet Pulls			$823	
10.	COR No. 210R1 - Add Door & Hardware			$3,407	
11.	COR No. 211R1 – Replace single paned windows with double paned windows, Classrm Bldg			$21,441	
12.	COR No. 216R1 - Concrete Pedestal for Stair #3			$3,325	
13.	COR No. 218R1- Edge Mtl @ 2nd Flr Balcony			$4,323	
14.	COR No. 225R1 – Furred Kinder TV Walls			$16,892	
15.	COR No. 226R1 Classroom Markerboard Soffit Draft Stops			$12,160	
16.	COR No. 227R0 – Fire Caulk at 1 Hour Structure			$2,033	
17.	COR No. 228R0 - Fire Caulk at 2 x Penetrations at Fire Rated Ceiling				$3,290
18.	COR No. 229R1 – Drywall Modification for Music Box Wiring			$1,941	
19.	COR No. 231R0 – Wrap Classroom Beams with Drywall			$12,946	

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
20.	COR No. 235R1 – Wrap Beams at Classroom			$1,350	
21.	COR No. 236R1 – Fire Caulk at Classroom Balcony Roof Framing				$1,778
22.	COR No. 255R0 - Cost to Remove & Reinstall Branch Selectors			$31,319	
23.	COR No. 276R1 – Reframe Openings per RFI 368			$1,853	
24.	COR No. 277R1 – RFI 372 – Add 2 x 4 at East Elevator			$1,831	
25.	COR No. 279R1 - Add Blocking for Splay Wires			$11,203	
26.	COR No. 280R1 - Drill Holes in Blkg for Abv Ceil Vent			$5,985	
27.	COR No. 282R1 – Remove plywood, post and hardware at GL 4.7 per DSA				$3,696
28.	COR No. 327R0 - Add ductwork etc			$105,105	
29.	COR No. 330R1 - MPR Kit Ceiling Mat'l Change			$8,034	
30.	COR No. 335R1 - Revised Irrigation Controller			$2,506	
31.	COR No. 339R1 - Pres Room Tectum Ceiling Change			$7,983	
32.	COR No. 342R1 - Site Fencing - Metal		$265,494		
33.	COR No. 343R2 - Chain Link Mech Unit Enclosures		$55,704		
34.	COR No. 362R1 - Add Storefronts to LRC Break-out Rooms		$9,448		
35.	COR No. 366R1 - Add TPO to MPR Parapet			$3,839	
36.	COR No. 371R0 - Add 2 Dnspts @ Kinder Bldg			$2,645	
37.	COR No. 377R0 - Nurses Office Drywall Change		$520		

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
38.	COR No. 380R1 - Add FRP to Jan Closets - All Bldgs			$4,448	
39.	COR No. 400R0 – Credit - Delete Portion of CMU Wall @ Elect Enc			($7,291)	
40.	COR No. 403R0 - Add Fire Ext to Kinder Bldg			$2,011	
41.	COR No. 404R0 - Add Fire Ext to Clsrm Bldg			$2,888	
42.	COR No. 405R0 - Add Blkg for 2nd Marquee Sign		$614		
	Totals		$331,780	$297,461	$151,488

Total Change Order No. 003……$ 780,729

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:**_____

_____ **DATE:**_____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

DIRECTOR OF PURCHASING:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 62 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

JT Wimsatt - Added Epoxy And Rebar For Popout Pedestals At Classroom Building

Reference Documents: RFI 113

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to drill and epoxy for added rebar at Classroom Building. Reason: Needed for added pedestal for popouts. Requested By: SVA Architects Ref: RFI 113	JT Wimsatt Contracting Co Inc	8,596
	Subtotal:	8,596
Contractual Costs		
Overhead 15%		1,289
	Subtotal:	1,289
	Total Change Order Request Amount:	**9,885**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Change Order Request

Project: 1701- Elm St Elementary

To Gina Sierra
555 First Street
San Fernando, CA 91340

COR #: 6
Contractor PCO #:
Reference Document: RFI 113
Date: 8/28/17

Description on Change:
This change order request is per RFI 113 to layout and drill/epoxy for added rebar and dowels for classroom building.

Description	Title	FCO# / SubCO#	Hours / Units	Rate	Extension
PCO Item: 1 Layout/Drill for Added New Dowels					
Labor (JTW Payroll Only)					
Layout and Drill/Epoxy for Added Rebar & Dowels	Carpenter		25.50 CHR	72.45	1,847.47
				Sub Total Labor (JTW Payroll Only):	1,847.47
Materials					
Epoxy 10 Tube					550.25
				Sub Total Materials:	550.25
PCO Item: 2 Layout and Drill Holes for Added Dowels					
Labor (JTW Payroll Only)					
Drill/Epoxy For Pop-outs @ Bldg #3 GL A/(3&8) (09.15.17)	Carpenter		8.00 CHR	72.45	579.60
				Sub Total Labor (JTW Payroll Only):	579.60
Materials					
Epoxy 4 Tube					220.10
				Sub Total Materials:	220.10
PCO Item: 3 Drill/Epoxy for Pop-outs on SOG Bldg #1					
Labor (JTW Payroll Only)					
Drill/Eopxy for Pop-outs on SOG	Carpenter		8.00 CHR	72.45	579.60
				Sub Total Labor (JTW Payroll Only):	579.60
PCO Item: 4 Install Rebar at Pop-outs Bldg#1 GL 3/(C&D)					
Labor (JTW Payroll Only)					
Install Rebar at Pop-outs Bldg#1 GL 3/(C&D) (09/26-09/28/	Carpenter		48.00 CHR	72.45	3,477.60
				Sub Total Labor (JTW Payroll Only):	3,477.60
Materials					
Epoxy 4 Tube					220.00
				Sub Total Materials:	220.00
				Sub Total	7,474.62
				Labor (JTW Payroll Only) M 15.00%	972.64
				Materials Markup 15.00%	148.56
				Total COR 6:	8,595.82

REMOVE MATERIAL MARK-UP

20278

Field Change Order

jt wimsatt
CONTRACTING COMPANY, INC.

Date: 8-23-17 Ticket #: 20281

JTW Superintendent: Mark Taylor

Project #: 1701 Project Name: Dogwood Elm St.

Directive #: _____ RFI #: 113 COR #: _____

Description of Work: Install Epoxy dowels
Clean holes
Cut rebar
Epoxy rebar

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Manny Melendez	Carpenter		6				04-032
Manny Arteaga	Carpenter		6				04-013

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #
Epoxy XP-22	2	Box		17X-00116

Material Categories:
C– Concrete, L– Lumber, Plywood, N– Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V– Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:
Epoxy Gun			1701-00116

Equipment Categories:
A– Air Compressor, B– Backhoe C—Crane, CE– Compaction Equipment, F– Forklift, G—Gradall, GE– Generator, S– Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

GC Project Manager: _____

GC Superintendent: _____

Approved By: _____

Title: _____

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: _____
Signature: _____
Print Name: _____
Date: 8/25/17

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

Los Angeles Corporate Office: 28064 Ave. Stanford, Suite B. Valencia, Ca 91355 P 661.755.8090 F 661.755.8099
San Diego Regional Office: 362 Mulberry Drive, Suite 103. San Marcos, Ca 92069 P 760.410.0555 F 760.410.0554

GENERAL CONTRACTOR/OWNER

Field Change Order

Date: 8-29-17 **Ticket #:** 20287

JTW Superintendent: Mark Taylor

Project #: 1701 **Project Name:** Oxnard Elm St.

Directive #: _____ **RFI #:** 113 **COR #:** _____

jt wimsatt
CONTRACTING COMPANY, INC.

Description of Work: Drill holes in formwork for Added rebar PER RFI 113

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Manny Melendez	Carp.		5				04-036
Louie Rodriguez	Carp		2.5				04-036

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #

Material Categories:
C- Concrete, L- Lumber, Plywood, N- Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V- Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A- Air Compressor, B- Backhoe C—Crane, CE- Compaction Equipment, F- Forklift, G—Gradall, GE- Generator, S- Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

GC Project Manager: _____

GC Superintendent: _____

Approved By: _____

Title: _____

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: Bernard
Signature: [signature]
Print Name: [illegible]
Date: 8/30/17

Date: _____

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

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GENERAL CONTRACTOR/OWNER

Field Change Order

Date: 09/15/2017 Ticket #: 20269

JTW Superintendent: RAYMOND KRIKORIAN

Project #: 1701 Project Name: 450 Elm St. Oxnard

Directive #: _____ RFI #: 113 COR #: _____

jt wimsatt CONTRACTING COMPANY, INC.

Description of Work:

RFI #113 - Drill/Epoxy For Pop-outs @ Bldg #3
GL: A between 3 & 8

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Carpenter	Carpenter		8				04-022

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #
Epoxy (4 tubes)				

Material Categories:
C– Concrete, L– Lumber, Plywood, N– Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V– Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A– Air Compressor, B– Backhoe C—Crane, CE– Compaction Equipment, F– Forklift, G—Gradall, GE– Generator, S– Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

GC Project Manager: _____

GC Superintedent: _____

Approved By: _____

Title: _____

Date: _____

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: Bernards
Signature: [signature]
Print Name: Gine Sierra
Date: 9-21-2017

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

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OFFICE (BEFORE SIGNATURE)

Field Change Order

Date: 9-26-17 Ticket #: 20273

JTW Superintendent: Mark Taylor

Project #: 1701 Project Name: Oxnard Elm St.

Directive #: _____ RFI #: 113 COR #: _____

jt wimsatt
CONTRACTING COMPANY, INC.

Description of Work: Epoxy Rebar and Install Rebar at Pipouts SOG Addwall Bldg #1 grid 3 between C & D

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Manny Melendez	Carp		8				04-022
Louie Rodriguez	Carp		8				04-022

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #

Material Categories:
C– Concrete, L– Lumber, Plywood, N– Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V– Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A– Air Compressor, B– Backhoe C—Crane, CE– Compaction Equipment, F– Forklift, G—Gradall, GE– Generator, S– Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 10/2/17

GC Project Manager: _____

GC Superintedent: _____

Approved By: _____

Title: _____

Date: _____

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

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GENERAL CONTRACTOR/OWNER

Field Change Order

jt wimsatt
CONTRACTING COMPANY, INC.

Date: 9-25-17 **Ticket #:** 20272

JTW Superintendent: Mark Taylor

Project #: 1701 **Project Name:** Oxnard Elm St.

Directive #: _____ **RFI #:** 113 **COR #:** _____

Description of Work: Drill and Cut Rebar for Epoxy for Pop out on SOG. Bldg # 1

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Manny Melendez	Carp.		8				04-022

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #
Epoxy	4			

Material Categories:
C– Concrete, L– Lumber, Plywood, N– Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V– Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A– Air Compressor, B– Backhoe C—Crane, CE– Compaction Equipment, F– Forklift, G—Gradall, GE– Generator, S– Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

GC Project Manager: _____

GC Superintedent: _____

By:
Approved By: Signature: _____
Print Name: _____
Title: Date: 10/2/17

Date: _____

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

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GENERAL CONTRACTOR/OWNER

Field Change Order

Date: 9-28-17 Ticket #: 20248

JTW Superintendent: Mark Taylor

Project #: 1701 Project Name: Oxnard Elm St

Directive #: _____ RFI #: 113 COR #: _____

jt wimsatt
CONTRACTING COMPANY, INC.

Description of Work: Install Rebar and Forms

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Louie Rodriguez	Carp		8				04-002
[illegible]							
Manuel Melendez	Carp		8				04-002

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #

Material Categories:
C- Concrete, L- Lumber, Plywood, N- Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V- Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A- Air Compressor, B- Backhoe C—Crane, CE- Compaction Equipment, F- Forklift, G—Gradall, GE- Generator, S- Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

GC Project Manager: _____

GC Superintedent: _____

By: [signature]

Signature: _____

Print Name: _____

Approved By: _____

Date: 10/2/17

Title: _____

Date: _____

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

Los Angeles Corporate Office: 28064 Ave. Stanford, Suite B. Valencia, Ca 91355 P 661.755.8090 F 661.755.8099
San Diego Regional Office: 362 Mulberry Drive, Suite 103. San Marcos, Ca 92069 P 760.410.0555 F 760.410.0554

GENERAL CONTRACTOR/OWNER

Field Change Order

Date: 9-27-17 Ticket #: 20246

JTW Superintendent: Mark Taylor

Project #: 1701 Project Name: Oxnard Elm St.

Directive #: _____ RFI #: 113 COR #: _____

jt wimsatt
CONTRACTING COMPANY, INC.

Description of Work: Install Rebar and Form

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Louie Rodriguez	Carp						04-022
Jose Lopez	Carp						04-022

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #

Material Categories:
C- Concrete, L- Lumber, Plywood, N- Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V- Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A- Air Compressor, B- Backhoe C—Crane, CE- Compaction Equipment, F- Forklift, G—Gradall, GE- Generator, S- Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 10/2/17

GC Project Manager: _____

GC Superintendent: _____

Approved By: _____

Title: _____

Date: _____

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

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San Diego Regional Office: 362 Mulberry Drive, Suite 103. San Marcos, Ca 92069 P 760.410.0555 F 760.410.0554

GENERAL CONTRACTOR/OWNER

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 113

Project: Elm Elementary School Reconstruction Project

Date: 08-01-17
Discipline: Architectural

Subject: Pop-Out Framing Support at Classroom and Admin. Bldg.

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-11.1		
A3-11.1		

QUESTION

Ref. A1-11.1, A3-11.1, SK-113

Per the discussion on how to resolve the pop-out framing support at the Classroom and Admin. SVA & Bernards discussed the possibility of using the footing that extends beyond the face of framing to support the pop-outs by pouring a pedestal under the pop-outs. The idea works, but in some locations the footing is not wide enough to accommodate the pop-out width. See the attached floor plans which show the areas where there is a width problem.
Please provide a detail to show how the pop-outs will be supported on the footing edge. Include any added rebar if needed. If the footing edge is not wide enough, the added pedestal concrete could possibly extend past the footing face if that is acceptable structurally- see my attached sketch

SUGGESTION

If the footing edge is not wide enough, the added pedestal concrete could possibly extend past the footing face if that is acceptable structurally- see my attached sketch

We will need to resolve this ASAP so we can form the pedestal with the other curbs

ANSWER

Response

Please seeattached comments.
PSE-08/07/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Craig Scott	8/9/2017
JT Wimsatt Contracting	Raymond Krikorian	8/9/2017
Stantru	Steve Kendrick	8/9/2017

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 113

Project: Elm Elementary School Reconstruction Project

Date: 08-01-17

Discipline: Architectural

Subject: Pop-Out Framing Support at Classroom and Admin. Bldg.

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: Steve Johnson - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 113

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 08-01-17
Discipline: Architectural

Subject: Pop-Out Framing Support at Classroom and Admin. Bldg.

Response Requested By: 08-04-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-11.1		
A3-11.1		

QUESTION

Ref. A1-11.1, A3-11.1, SK-113

Per the discussion on how to resolve the pop-out framing support at the Classroom and Admin. SVA & Bernards discussed the possibility of using the footing that extends beyond the face of framing to support the pop-outs by pouring a pedestal under the pop-outs. The idea works, but in some locations the footing is not wide enough to accommodate the pop-out width. See the attached floor plans which show the areas where there is a width problem.
Please provide a detail to show how the pop-outs will be supported on the footing edge. Include any added rebar if needed. If the footing edge is not wide enough, the added pedestal concrete could possibly extend past the footing face if that is acceptable structurally- see my attached sketch

SUGGESTION

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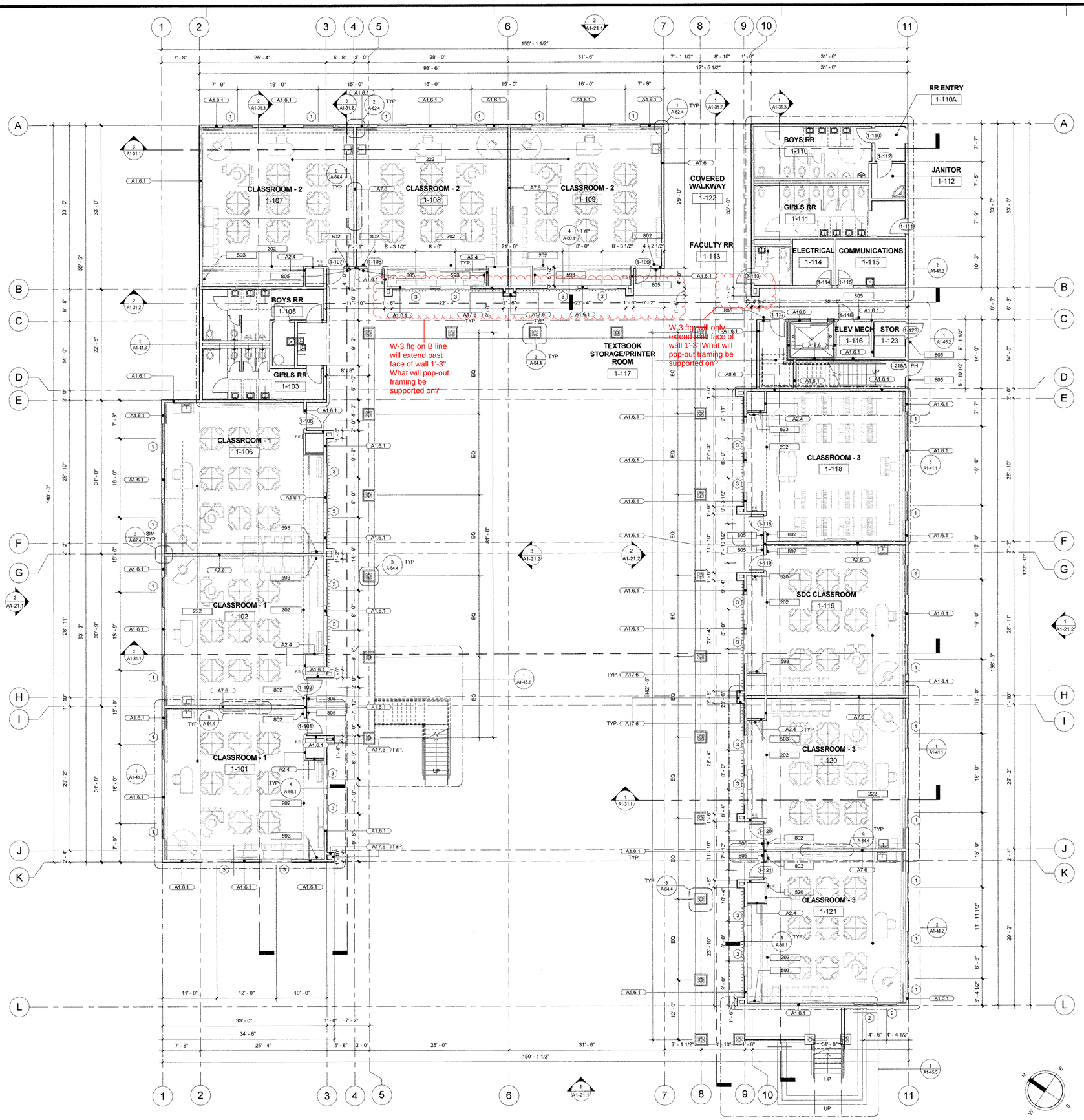
We will need to resolve this ASAP so we can form the pedestal with the other curbs

ANSWER

Please see attached comments.
PSE-08/07/17

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Steve Johnson - Bernards
Submitted By: Steve Johnson - Bernards



FLOOR PLAN - CLASSROOM BUILDING - LEVEL 1

1/8" = 1'-0" | 1

FLOOR PLAN LEGEND

?	DESCRIPTION
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
222	ONE HOUR RATED HORIZONTAL ASSEMBLY PER DETAIL 6/A-60.1
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
593	WALL RACK PER ELECTRICAL DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3

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
- 101 — NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A1-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A1-52.2
- 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.

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18391 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC ____ FLS ____ SS ____

DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: **A1-11.1**

SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR PLAN - LEVEL 1

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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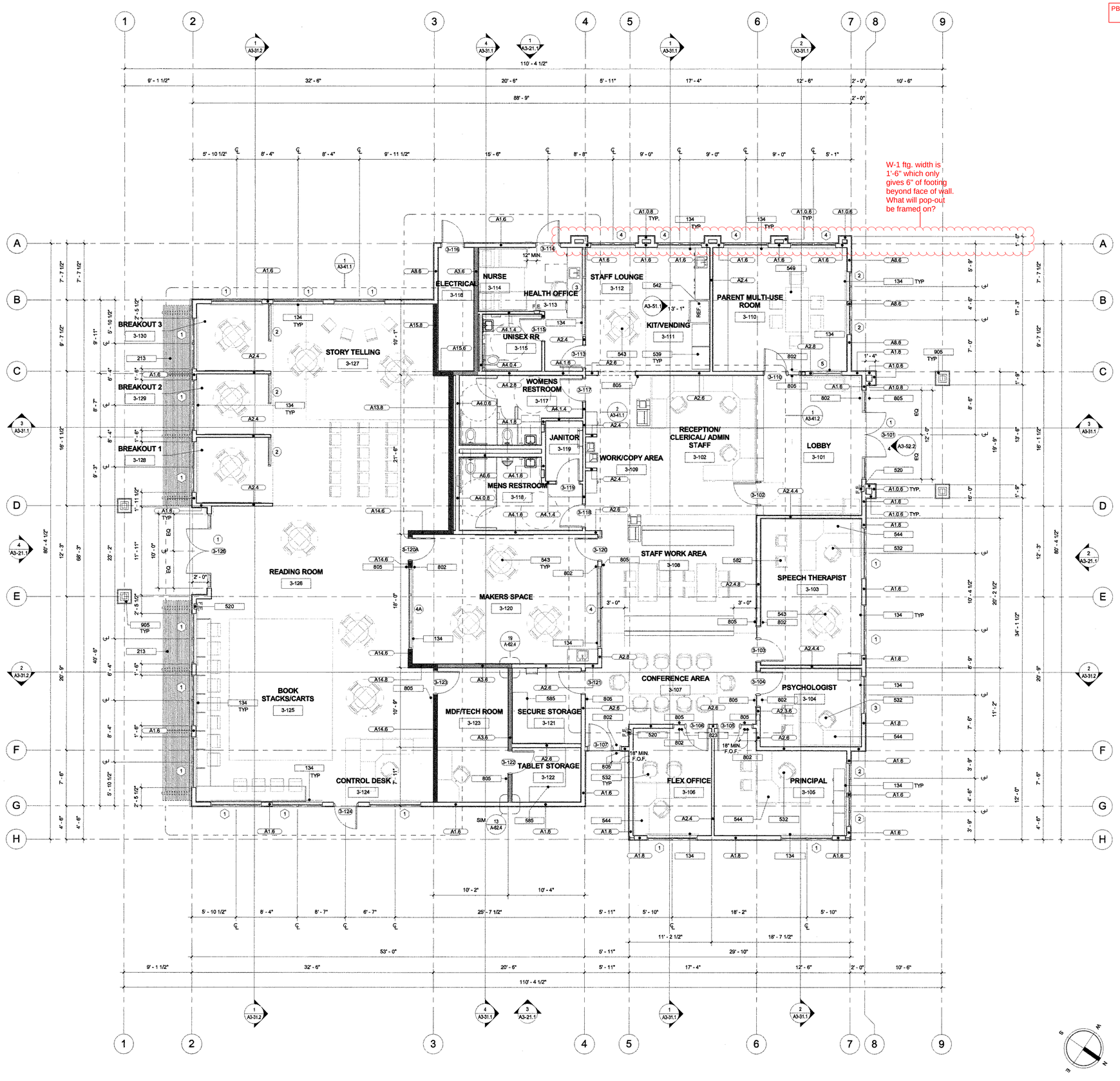

?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (20A:120B:C).SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
532	'HON' ADMINISTRATIVE CHAIR, O.F.O.I.
539	VENDING 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

PB RFI 52

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 A3-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-52.2
- 1 — STOREFRONT WINDOW, REFER TO A3-52.2
- 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 DR 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
8. REFER TO A-84.3 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.

FLOOR PLAN - ADMIN BUILDING | 3/16" = 1'-0" | 1

FLOOR PLAN LEGEND

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033

LICENSED ARCHITECT ROBERT M. SIMONE No. C-18071 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC JW FLS SS

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

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 650 SANTA ANA, CA 92707
T 949.809.3300 WWW.SVA-ARCHITECTS.COM

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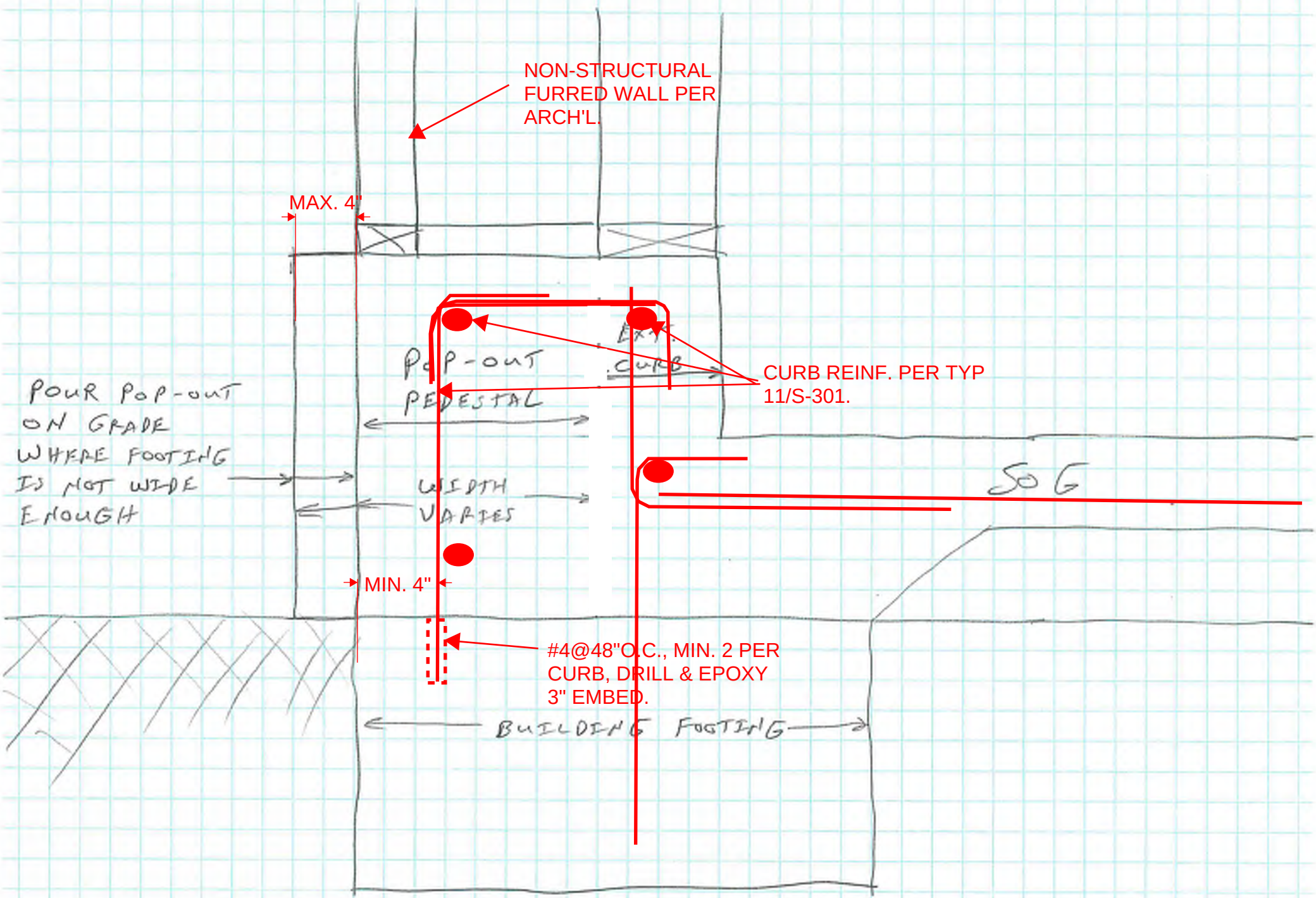
NON-STRUCTURAL FURRED WALL PER ARCH'L.
MAX. 4"
EXT. CURB
POP-OUT PEDESTAL
CURB REINF. PER TYP 11/S-301.
POUR POP-OUT ON GRADE WHERE FOOTING IS NOT WIDE ENOUGH
WIDTH VARIES
SOG
MIN. 4"
#4@48"O.C., MIN. 2 PER CURB, DRILL & EPOXY 3" EMBED.
BUILDING FOOTING

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	JT Wimsatt	**Trade:**	Carpenter
Date:	5/22/2017	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	July 1, 2018	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.40	$ 63.60	$ 84.80
	Vacation & Holiday Accrual	$ 4.95	$ 4.95	$ 4.95
	Hourly Taxable Wage Costs Subtotal	**$ 47.35**	**$ 68.55**	**$ 89.75**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.63	$ 3.94	$ 5.26
	Medicare	$ 0.61	$ 0.92	$ 1.23
	FUI	$ 0.05	$ 0.08	$ 0.10
	SUI	$ 0.37	$ 0.56	$ 0.75
	Workers Compensation Insurance	$ 8.96	$ 8.96	$ 8.96
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 12.63**	**$ 14.46**	**$ 16.30**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 6.85	$ 6.85	$ 6.85
	Pension & Retirement (or equivalent)	$ 4.66	$ 4.66	$ 4.66
	Training (or equivalent)	$ 0.96	$ 0.96	$ 0.96
	Hourly Benefits Subtotal	**$ 12.47**	**$ 12.47**	**$ 12.47**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 72.45**	**$ 95.48**	**$ 118.52**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 63 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

JT Wimsatt - RFI 165 Change BAseplate And Anchor Bolt Template

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to change baseplate and anchor bolt templates for column at GL 3 in MPR Building. Reason: Not shown on plans. Requested By: SVA Architects Ref: RFI 165	JT Wimsatt Contracting Co Inc	2,371
	Subtotal:	2,371
Contractual Costs		
Overhead 15%		356
	Subtotal:	356
	Total Change Order Request Amount:	**2,727**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Change Order Request

Project: 1701- Elm St Elementary

To Gina Sierra
555 First Street
San Fernando, CA 91340

COR #: 14
Contractor PCO #:
Reference Document: RFI 165
Date: 9/29/17

Description on Change:
This change order request is due to change out baseplate assemblies for building #2, per RFI #165.
The work includes:

-Remove baseplates assemblies
-Make new templates
-Install larger bolts
-Reset and layout new templates
-Install plate washer at base of bolts

Description	Title	FCO# / SubCO#	Hours / Units		Rate	Extension
PCO Item: 1 Change out Baseplate Assemblies Bldg#2						
Labor (JTW Payroll Only)						
Layout New Templates	Carpenter (Foreman)		3.00	CHR	75.45	226.35
Make New Templates and Install Bolts and Washers	Carpenter		22.50	CHR	72.45	1,630.13
				Sub Total Labor (JTW Payroll Only):		1,856.48
Materials						
Sheet of Plywood			1.00	SHT	45.00	45.00
				Sub Total Materials:		45.00
Equipment Rented						
Pumping Delay (30 Min)						160.00
				Sub Total Equipment Rented:		160.00
					Sub Total	2,061.48
				Labor (JTW Payroll Only) M	15.00%	278.47
				Materials Markup	15.00%	6.75
				Equipment Rented Markup	15.00%	24.00
				Total COR 14:		2,370.70

WHY IS OWNER PAYING FOR 30 MIN. PUNPING DELAY?

REMOVE MARK-UP ON MATERIAL AND EQUIP. RENTAL

Field Change Order

Date: 9-29-17 **Ticket #:** 20251

JTW Superintendent: Mark Taylor

Project #: 1701 **Project Name:** Oxnard Elm St.

Directive #: _____ **RFI #:** 165 **COR #:** _____

jt wimsatt
CONTRACTING COMPANY, INC.

Description of Work: Change out Baseplate Assemblies. Building #2 Remove Baseplate Assemblies. Make New templates Install larger Bolts. Reset and Layout New template. Install Bolts Install Plate washers at base of bolts. Delay Pour around bolts Assemblies — PER RFI-165

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Jesus Duran	Carp F.		3				01-009
Raul Roman	Carp		3				04-022
Mario Castanon	Carp		3				04-022
Jose Lopez	Carp		3				04-022
Christian Gonzalez	Carp		3				04-022
Louie Rodriguez	Carp		2.5				04-022
Manuel Melendez	Carp		2.5				04-022
Mark Taylor	Supt.		3				09-001
Jose Corona	Carp		2.5				04-022

Labor Activities:
L—Layout, **E**—Excavate, **F**—Form, **S**—Strip, **P**—Place Concrete, **F**—Finish Concrete, **PP**—Point/Patch, **S**—Sack, **M**— Misc. Activity (Move material, clean up), **D**—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #
1 Sheet Plywood 3/4	1			

Material Categories:
C– Concrete, **L**– Lumber, Plywood, **N**– Nails, Ties, Bridging, **P**-Patch/Sacking, **G**—Grouts, **E**—Epoxy, **V**– Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:
Ramp	.5		1701-00002

Equipment Categories:
A– Air Compressor, **B**– Backhoe **C**—Crane, **CE**– Compaction Equipment, **F**– Forklift, **G**—Gradall, **GE**– Generator, **S**– Skiploader , **P**—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:
Ron Jordan Ramping	.5		

Subcontractor Categories:
R—Reinforcing , **S**—Shotcrete , **M**—Masonry, **W**—Waterproofing, **O**—Other

GC Project Manager: _____

GC Superintendent: _____

Approved By: _____

Title: _____

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: Date: 10/4/17

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

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San Diego Regional Office: 362 Mulberry Drive, Suite 103. San Marcos, Ca 92069 P 760.410.0555 F 760.410.0554

GENERAL CONTRACTOR/OWNER

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 165

Project: Elm Elementary School Reconstruction Project

Date: 10-02-17
Discipline: Structural

Subject: Column Anchor Bolts at MPR

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. S-302 10,15,16, Reviewed submittal #57-055000-0 Revised Steel Anchor Bolt Setting Plan per RFI120.

There is no HSS column anchor bolt detail call-out for the HSS 5x5/3/8 columns on gridline 3 in the MPR building. The anchor bolts were installed per the reviewed Revised Steel Anchor Bolt Setting Plan per RFI-120. At the recommendation of the IOR, we increased the embedment depth of the anchor bolts to be near the bottom of the footing, similar to detail 10,15,16/S-302 and installed a 2x2x1/2" plate on the bottom of the anchor bolts. We also increased the bolt diameter to 1" due to material availability at the time of this recommendation which was the afternoon before the pour. The bottom elevation of the HSS columns is 1 ½" above finish floor per the reviewed Revised Steel Anchor Bolt Setting Plan per RFI-120. Please confirm the length, added plates and larger dia. is acceptable.

ANSWER

Response

Proposed anchor bolt installation structurally acceptable. Per discussion with contractor, bottom of base plate to be ~1-1/2" above top of footing. Use attached detail as required for splicing of HSS column (revised SK1)

PSE- 10/03/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
ACSS	Kevin Charnesky	10/4/2017
JT Wimsatt Contracting Co Inc	Raymond Krikorian	10/4/2017
Stantru Reinforcing Steel	Steve Kendrick	10/4/2017

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 165

Project: Elm Elementary School Reconstruction Project

Date: 10-02-17
Discipline: Structural

Subject: Column Anchor Bolts at MPR

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 165

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-02-17
Discipline: Structural

Subject: Column Anchor Bolts at MPR

Response Requested By: 10-09-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. S-302 10,15,16, Reviewed submittal #57-055000-0 Revised Steel Anchor Bolt Setting Plan per RFI120.

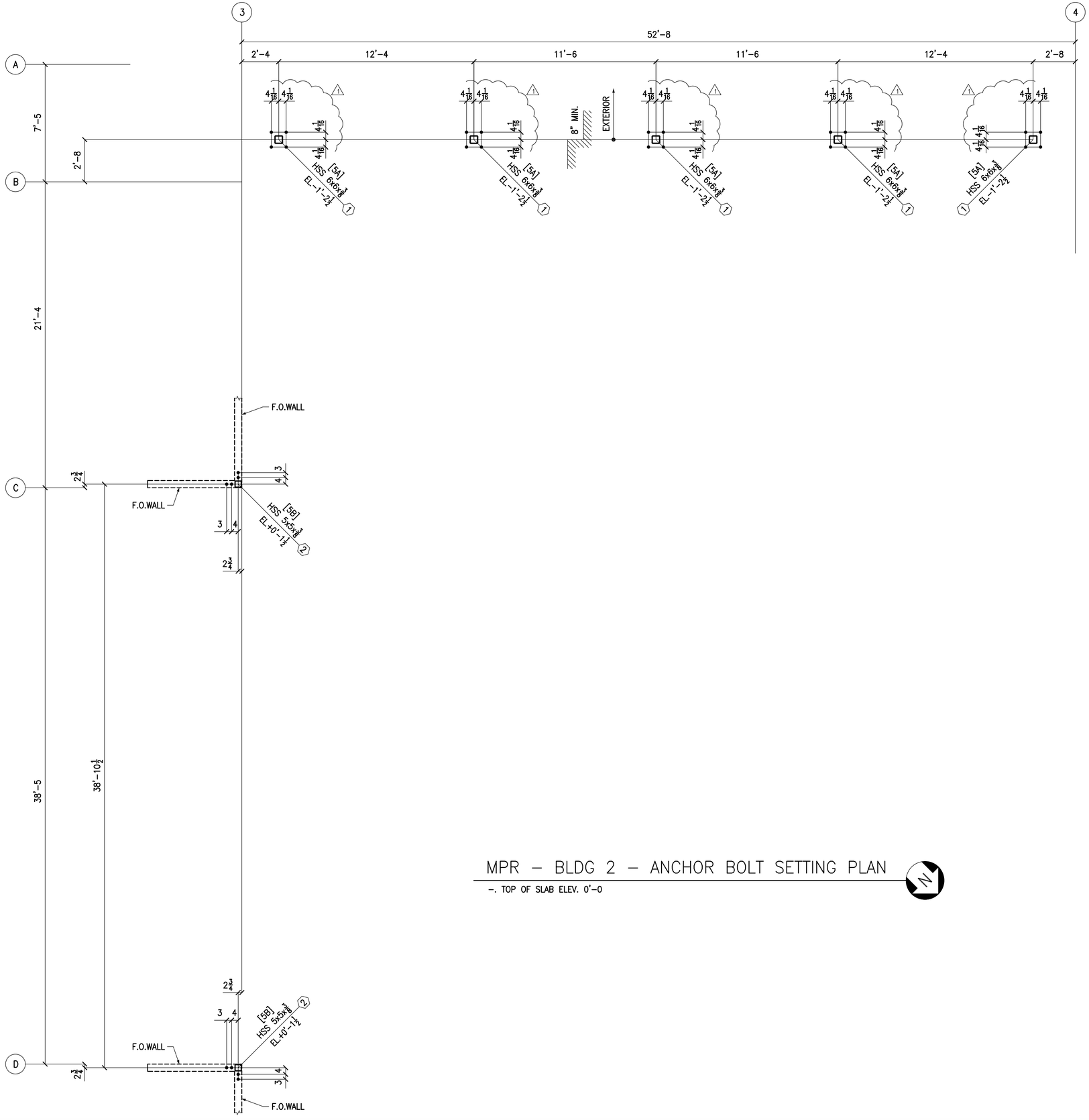
There is no HSS column anchor bolt detail call-out for the HSS 5x5/3/8 columns on gridline 3 in the MPR building. The anchor bolts were installed per the reviewed Revised Steel Anchor Bolt Setting Plan per RFI-120. At the recommendation of the IOR, we increased the embedment depth of the anchor bolts to be near the bottom of the footing, similar to detail 10,15,16/S-302 and installed a 2x2x1/2" plate on the bottom of the anchor bolts. We also increased the bolt diameter to 1" due to material availability at the time of this recommendation which was the afternoon before the pour. The bottom elevation of the HSS columns is 1 ½" above finish floor per the reviewed Revised Steel Anchor Bolt Setting Plan per RFI-120. Please confirm the length, added plates and larger dia is acceptable.

ANSWER

Proposed anchor bolt installation structurally acceptable. Per discussion with contractor, bottom of base plate to be ~1-1/2" above top of footing. Use attached detail as required for splicing of HSS column.
PSE-10/03/17

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards



MPR – BLDG 2 – ANCHOR BOLT SETTING PLAN

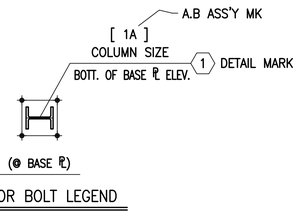
-. TOP OF SLAB ELEV. 0'-0

___ REVIEWED NO EXCEPTIONS	___ REJECTED
___ REVIEWED EXCEPTIONS NOTED	X REVIEWED FOR STRUCTURAL IMPACT ONLY
___ REVISED AND RESUBMIT	___ INFORMATION ONLY

REVIEWED ONLY FOR GENERAL CONFORMANCE WITH THE PROJECT REQUIREMENTS INDICATED IN THE CONTRACT DOCUMENTS AND FOR CONSISTENCY WITH THE PROJECT DESIGN CONCEPT. CORRECTIONS OR COMMENTS MADE ON THE SHOP DRAWIN OR PRODUCT DATA SUBMITTAL DO NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DESIGNS FOR WHICH THE CONTRACTOR IS RESPONSIBLE, FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AND FOR THE SAFE AND SUCCESSFUL CONSTRUCTION OF THE WORK. CONTRACTOR IS ALSO RESPONSIBLE FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED AT THE JOBSITE. THIS REVIEW DOES NOT CONSIDER THE MEANS, METHODS, TECHNIQUES, SEQUENCES, ASSEMBLY AND OPERATIONS OF CONSTRUCTION, OR SAFETY, PRECAUSTIONS OR PROGRAMS INDENTICAL THERETO, WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

PETRA STRUCTURAL ENGINEERS

DATE: 08/24/17	BY: PSE



ANCHOR BOLT LEGEND

*REF.; S-121 & A2-11.1

PRINTS			DATE:	CHECK BY:	REVISION	NO.
						△
QTY	USE	DATE	08/11/17	S.D	REV. SET DIM. PER RFI#120	△1
			06/28/17	S.D	FOR FABRICATION	△0
			06/05/17	S.D	FOR APPROVAL	△A

DRW BY: J.N
DATE: 05/29/17
CHK'D BY: H.J
DATE: 06/02/17
APPV'D BY:
DATE:
SCALE:

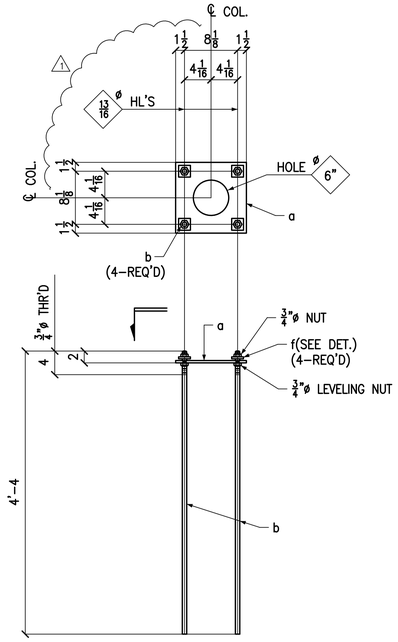
ACSS
Anderson Charnesky Structural Steel,Inc.
353 Risco Circle, Beaumont, CA 92223
PHONE (909) 769-5700 FAX (909) 769-5701
LICENSE NO. 483440

MPR - BLDG 2 - ANCHOR BOLT SETTING PLAN

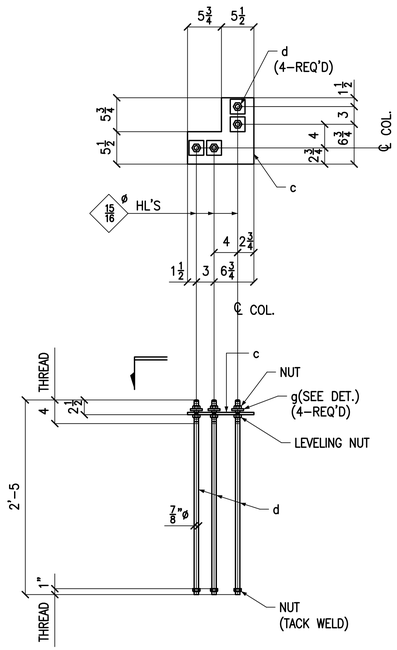
FOB ☐ ERECT ☒

JOB NAME: ELM STREET ELEMENTARY SCHOOL
LOCATION: 450 EAST ELM STREET, OXNARD, CALIFORNIA
CONTRACTOR: Bernards

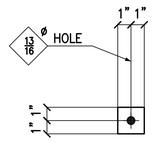
JOB NO. 5511
SHEET NO. AB41



5 – A.BOLT ASSEM'YS – 5A

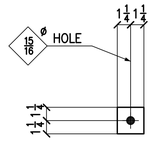


2 – A.BOLT ASSEM'YS – 5B



PL ¼x2"x0'–2

DETAIL OF f



PL ¼x2½x0'–2½

DETAIL OF g

BILL OF MATERIAL

ADVANCE BILL MARK	MARK	QTY	DESCRIPTION	LENGTH FT. IN.	CVN REQD	TOTAL WEIGHT	MATERIAL	REMARKS
	5A	5	A.BOLT ASSEM'Y					
	a	5	PL ⅛ x 11⅛	0'–11⅛				
	b	20	#6 THREADED REBARS	4'–4				F1554 GR36
			W/¾"ø 1–NUT, 1–LEVELING NUT					
	f	20	PL ¼ x 2	0'–2				
	5B	2	A.BOLT ASSEM'Y					
	c	2	PL ⅛ x 11¼	0'–11¼				
	d	8	⅞"ø THREADED ROD	2'–5				F1554 GR36
			W/2–NUT, 1–LEVELING NUT					
	g	8	PL ¼ x 2½	0'–2½				
						TOTAL WEIGHT		

REF. DWG.: AB41 & AB42

MATERIAL: A36 TYP.	SEQUENCE:
BOLTS: –	
HOLES: –	
EDGE DIST:	
PAINT: NONE	

___ REVIEWED NO EXCEPTIONS	___ REJECTED
___ REVIEWED EXCEPTIONS NOTED	X REVIEWED FOR STRUCTURAL IMPACT ONLY
___ REVISED AND RESUBMIT	___INFORMATION ONLY

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PETRA STRUCTURAL ENGINEERS

DATE: 08/24/17	BY: PSE

PRINTS

QTY	USE	DATE

DATE:	CHECK BY:	REVISION	NO.
			△
08/11/17	S.D	REV. TEM PLATE PER RFI#120	1
06/20/17	S.D	FOR FABRICATION	0
06/05/17	S.D	FOR APPROVAL	A

DRW BY: Y.C
DATE: 05/29/17
CHK'D BY: H.J
DATE: 06/02/17
APPV'D BY:
DATE:
SCALE:

ACSS
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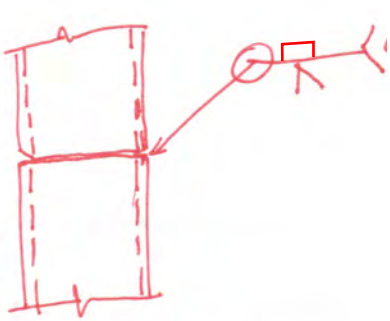
A.BOLT ASSEMBLY

F O B | ERECT

JOB NAME: ELM STREET ELEMENTARY SCHOOL
LOCATION: 450 EAST ELM STREET, OXNARD, CALIFORNIA
CONTRACTOR: Bernards

JOB NO. 5511
SHEET NO. 5



HSS SPLICE

SK1

REGISTERED PROFESSIONAL ENGINEER
PETER SARKIS
No. 5038
Exp. 6/30/19
STRUCTURAL
STATE OF CALIFORNIA

ELM ELEM.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	JT Wimsatt	**Trade:**	Carpenter
Date:	5/22/2017	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	July 1, 2018	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.40	$ 63.60	$ 84.80
	Vacation & Holiday Accrual	$ 4.95	$ 4.95	$ 4.95
	Hourly Taxable Wage Costs Subtotal	**$ 47.35**	**$ 68.55**	**$ 89.75**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.63	$ 3.94	$ 5.26
	Medicare	$ 0.61	$ 0.92	$ 1.23
	FUI	$ 0.05	$ 0.08	$ 0.10
	SUI	$ 0.37	$ 0.56	$ 0.75
	Workers Compensation Insurance	$ 8.96	$ 8.96	$ 8.96
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 12.63**	**$ 14.46**	**$ 16.30**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 6.85	$ 6.85	$ 6.85
	Pension & Retirement (or equivalent)	$ 4.66	$ 4.66	$ 4.66
	Training (or equivalent)	$ 0.96	$ 0.96	$ 0.96
	Hourly Benefits Subtotal	**$ 12.47**	**$ 12.47**	**$ 12.47**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 72.45**	**$ 95.48**	**$ 118.52**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	JT Wimsatt	**Trade:**	Carpenter Foreman
Date:	6/29/2018	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	June 30, 2019	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 43.83	$ 65.74	$ 87.65
	Vacation & Holiday Accrual	$ 5.60	$ 5.60	$ 5.60
	Hourly Taxable Wage Costs Subtotal	**$ 49.43**	**$ 71.34**	**$ 93.25**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.72	$ 4.08	$ 5.43
	Medicare	$ 0.64	$ 0.95	$ 1.27
	FUI	$ 0.05	$ 0.08	$ 0.11
	SUI	$ 0.39	$ 0.58	$ 0.77
	Workers Compensation Insurance	$ 9.26	$ 9.26	$ 9.26
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 13.06**	**$ 14.95**	**$ 16.85**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.10	$ 7.10	$ 7.10
	Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
	Training (or equivalent)	$ 0.96	$ 0.96	$ 0.96
	Hourly Benefits Subtotal	**$ 12.97**	**$ 12.97**	**$ 12.97**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 75.45**	**$ 99.26**	**$ 123.07**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 64 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

JT Wimsatt - RFI 187 Added Curbs In Kitchen

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to form added curbs in kitchen. Reason: Not shown on plans. Requested By: SVA Architects Ref: RFI 187	JT Wimsatt Contracting Co Inc	690
	Subtotal:	690
Contractual Costs		
Overhead 15%		104
	Subtotal:	104
	Total Change Order Request Amount:	**794**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Change Order Request

Project: 1701- Elm St Elementary

To Gina Sierra
555 First Street
San Fernando, CA 91340

COR #: 18
Contractor PCO #:
Reference Document: RFI #187
Date: 10/24/17

Description on Change:
This change order request is due to form added curbs in kitchen area at building #2 per RFI #187.

Description	Title	FCO# / SubCO#	Hours / Units	Rate	Extension
Labor (JTW Payroll Only)					
Form Added Curbs for Bldg #2	Laborer		1.00 CHR	64.49	64.49
Form Added Curbs for Bldg #2	Carpenter		7.00 CHR	72.45	507.15
				Sub Total Labor (JTW Payroll Only):	571.64
Materials					
Lumber - 2x8x16 (40 LF)			2.50 EA	11.50	28.75
				Sub Total Materials:	28.75
				Sub Total	600.39
				Labor (JTW Payroll Only) M 15.00%	85.75
				Materials Markup 15.00%	4.31
				Total COR 18:	690.45

REMOVE MATERIALS MARK-UP

Field Change Order

Date: 10-24-17 Ticket #: 20294

JTW Superintendent: Mark Taylor

Project #: 1701 Project Name: Oxnard Elm St

Directive #: _____ RFI #: 187 COR #: _____

jt wimsatt CONTRACTING COMPANY, INC.

Description of Work: Foam Added Curbs Bldg #2

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Mario Castanon	Jrny Carp		4				04-032
Lucie Rodriguez	Jrny Carp		3				04-032
Claudio Cahuantzi	Labor		1				01-049

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #
2x8"	40'			

Material Categories:
C– Concrete, L– Lumber, Plywood, N– Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V– Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A– Air Compressor, B– Backhoe C—Crane, CE– Compaction Equipment, F– Forklift, G—Gradall, GE– Generator, S– Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement

GC Project Manager: _____

GC Superintendent: _____

Approved By: Signature: _____

Print Name: _____

Date: 10/26/17

Title: _____

Date: _____

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

Los Angeles Corporate Office: 28064 Ave. Stanford, Suite B. Valencia, Ca 91355 P 661.755.8090 F 661.755.8099
San Diego Regional Office: 362 Mulberry Drive, Suite 103. San Marcos, Ca 92069 P 760.410.0555 F 760.410.0554

OFFICE (BEFORE SIGNATURE)

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 187

Project: Elm Elementary School Reconstruction Project

Date: 10-18-17
Discipline: Architectural

Subject: Added Curb In Kitchen Area

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per the site jobwalk on 10/17/17, it was confirmed that we need to add more curbs in the kitchen area. (See attached) Please confirm.

ANSWER

Response

All wet areas need a curb. The attached sketch is confirmed for curb locations

Tom Bardwell- SVA Architects- 10/20/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprise	Craig Scott	10/25/2017
JT Wimsatt	Raymond Krikorian	10/25/2017
Stantru Reinforcing Steel	Steve Kendrick	10/25/2017

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 187

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-18-17
Discipline: Architectural

Subject: Added Curb In Kitchen Area

Response Requested By: 10-25-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

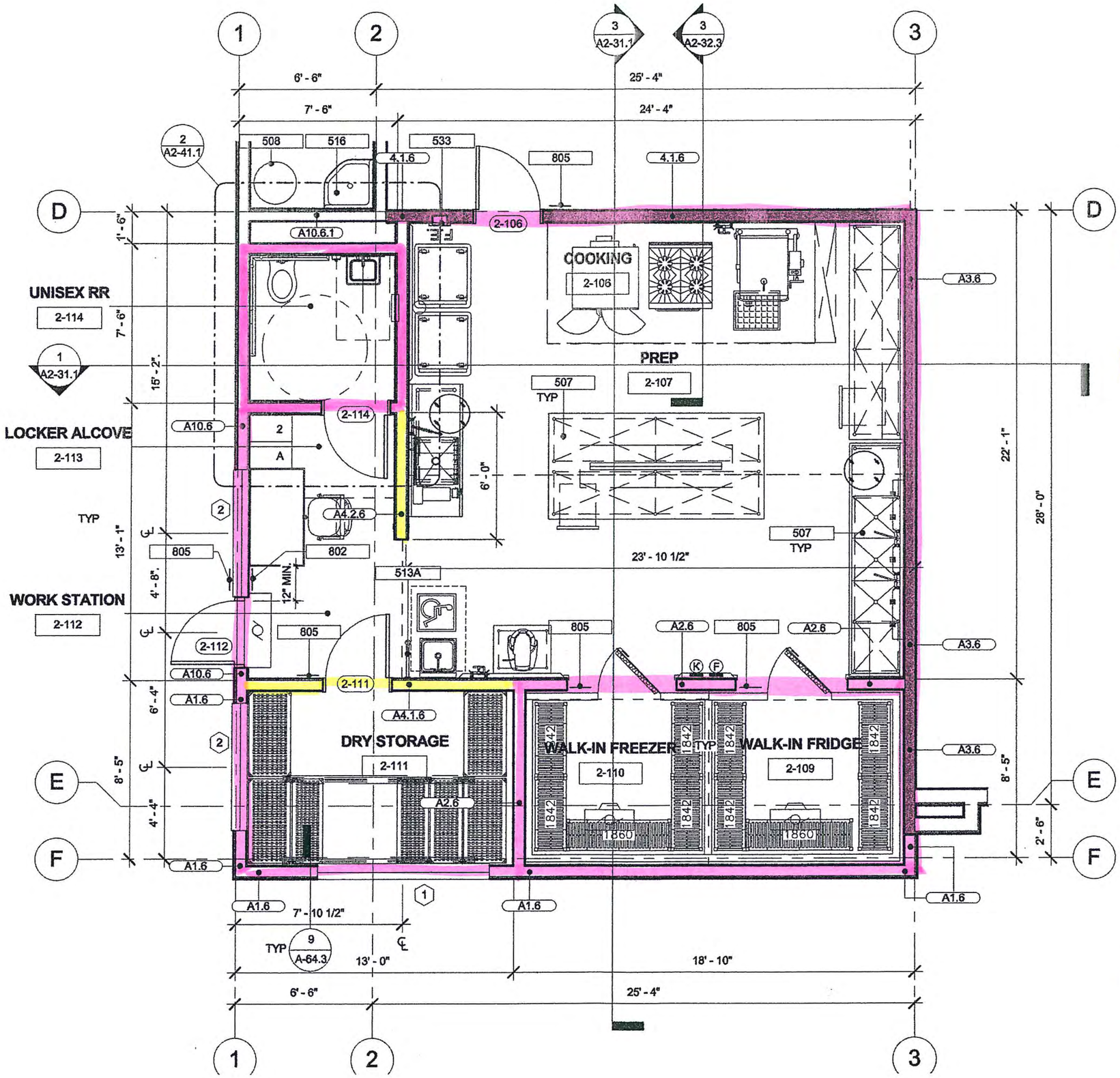
Per the site jobwalk on 10/17/17, it was confirmed that we need to add more curbs in the kitchen area. (See attached) Please confirm.

ANSWER

All wet areas need a curb. The attached sketch is confirmed for curb locations.

Response Provided By:	Tom Bardwell	SVA Architects	10/20/17
	Name	Company	Date

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards



LOCKERS - ROOM 2-113
4 TOTAL LOCKERS
4 X 0.05 = 0.2 REQUIRED
1 ACCESSIBLE LOCKER PROVIDED, SHOWN BY LETTER 'A'

- CURB REQUIRED PER PLAN

- ADD CURB TO PROTECT WALL FRAMING FROM MOISTURE INTRUSION?

↓

TOM BARDWELL CONFIRMED THAT THESE WALLS NEED CURBS.

10/12/17

NOTE:
PROVIDE CURB AROUND ENTIRE WALK-IN FREEZER/COOLER
FOR EXT. CURB, SEE DETAIL 1/A-61.3
FOR INT. CURB, SEE DETAIL 2/A-61.3

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	JT Wimsatt	**Trade:**	Carpenter
Date:	5/22/2017	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	July 1, 2018	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.40	$ 63.60	$ 84.80
	Vacation & Holiday Accrual	$ 4.95	$ 4.95	$ 4.95
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B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.63	$ 3.94	$ 5.26
	Medicare	$ 0.61	$ 0.92	$ 1.23
	FUI	$ 0.05	$ 0.08	$ 0.10
	SUI	$ 0.37	$ 0.56	$ 0.75
	Workers Compensation Insurance	$ 8.96	$ 8.96	$ 8.96
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 12.63**	**$ 14.46**	**$ 16.30**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 6.85	$ 6.85	$ 6.85
	Pension & Retirement (or equivalent)	$ 4.66	$ 4.66	$ 4.66
	Training (or equivalent)	$ 0.96	$ 0.96	$ 0.96
	Hourly Benefits Subtotal	**$ 12.47**	**$ 12.47**	**$ 12.47**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 72.45**	**$ 95.48**	**$ 118.52**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	W Contracting	**Trade:**	Laborer
Date:	6/29/2018	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	July 31,2018	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 34.29	$ 51.44	$ 68.58
	Vacation & Holiday Accrual	$ 4.59	$ 4.59	$ 4.59
	Hourly Taxable Wage Costs Subtotal	**$ 38.88**	**$ 56.03**	**$ 73.17**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.13	$ 3.19	$ 4.25
	Medicare	$ 0.50	$ 0.75	$ 0.99
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.30	$ 0.45	$ 0.60
	Workers Compensation Insurance	$ 7.25	$ 7.25	$ 7.25
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 10.21**	**$ 11.70**	**$ 13.18**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.12	$ 7.12	$ 7.12
	Pension & Retirement (or equivalent)	$ 7.53	$ 7.53	$ 7.53
	Training (or equivalent)	$ 1.30	$ 1.30	$ 1.30
	Hourly Benefits Subtotal	**$ 15.95**	**$ 15.95**	**$ 15.95**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 65.04**	**$ 83.67**	**$ 102.30**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 65 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

JT Wimsatt _ RFI 120, Bulletin 14 Added Curb For Drinking Fountain Wall

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install curb for furred out drinking fountain wall shown in Bulletin 14. Reason: Drinking fountain added in RFI 210 Requested By: SVA Architects Ref: RFI 210, Bulletin 14	JT Wimsatt Contracting Co Inc	2,142
	Subtotal:	2,142
Contractual Costs		
Overhead 15%		321
	Subtotal:	321
	Total Change Order Request Amount:	**2,463**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Change Order Request

Project: 1701- Elm St Elementary

To Gina Sierra
555 First Street
San Fernando, CA 91340

COR #: 20
Contractor PCO #:
Reference Document: RFI #210
Date: 11/3/17

Description on Change:
This change order request is due to layout, drill, epoxy dowels, install rebar, install anchor bolts, and place concrete on dates 10/23/17,10/24/17,10/27/17,10/31/17,and 11/1/2017, per RFI #210.

Description	Title	FCO# / SubCO#	Hours / Units	Rate	Extension
Labor (JTW Payroll Only)					
Place Concrete	Laborer		4.50 HRS	64.49	290.20
Layout, Drill, and Epoxy Dowels	Carpenter		20.00 CHR	72.45	1,449.00
Finish Concrete	Cement Mason		0.50 MHR	67.14	33.57
				Sub Total Labor (JTW Payroll Only):	1,772.77
Materials					
Concrete			0.50 CY	90.00	45.00
Sheet of Plywood			1.00 SHT	45.00	45.00
				Sub Total Materials:	90.00
				Sub Total	1,862.77
			Labor (JTW Payroll Only) M	15.00%	265.92
			Materials Markup	15.00%	13.50
				Total COR 20:	2,142.19

Field Change Order

Date: 11-1-17 Ticket #: 20293

JTW Superintendent: Mark Taylor

Project #: 1701 Project Name: Oxnard 450 Elm St.

Directive #: _____ RFI #: _____ COR #: _____

jt wimsatt
CONTRACTING COMPANY, INC.

Description of Work: Per Bulletin # _ AND RFI - 210
Layout, Drill Epoxy dowells, Install rebar, Form, Install anchor bolts, Place Concrete, Strip Forms
Dates 10-23-17, 10-24-17, 10-27-17, 10-31-17, 11-1-17

LABOR

Employee:	Job Title:	Cat:	Hours:	O T:	D T:	Premium Only Y/N?	Cost Code:
Louie Rodriguez	Carp		10				04-036
Mario Castanon	Carp		10				04-036
Claudia Cahuantzi	Labor		2.5				04-011
Jose Juarez	Labor		2				04-011
Edwin Sanchez	Finishes		15				04-060

Labor Activities:
L—Layout, E—Excavate, F—Form, S—Strip, P—Place Concrete, F—Finish Concrete, PP—Point/Patch, S—Sack, M— Misc. Activity (Move material, clean up), D—Driver

MATERIAL

Description:	Qty:	Unit:	Cat:	PO #
3/4" x 4' x 8' Plywood	1			
Concrete Mix 1418514	.3			1701-0001

Material Categories:
C– Concrete, L– Lumber, Plywood, N– Nails, Ties, Bridging, P-Patch/Sacking, G—Grouts, E—Epoxy, V– Visqueen

EQUIPMENT

Description:	Dur:	Cat:	PO #:

Equipment Categories:
A– Air Compressor, B– Backhoe C—Crane, CE– Compaction Equipment, F– Forklift, G—Gradall, GE– Generator, S– Skiploader, P—Pump

Subcontractor

Company:	Hours:	# of Emp:	Ticket #:

Subcontractor Categories:
R—Reinforcing, S—Shotcrete, M—Masonry, W—Waterproofing, O—Other

GC Project Manager: _____

GC Superintendent: _____

Approved By: _____

Title: _____

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
Signature:
Print Name:
Date: 11/1/17

Date: _____

PLEASE SIGN AS OFFICIAL PERMISSION TO PROCEED WITH WORK DESCRIBED ABOVE. IT IS OUR POLICY TO RECEIVE WRITTEN APPROVAL PRIOR TO BEGINNING WORK ON ANY CHANGE ORDER. APPROVAL MUST COME FROM AN AUTHORIZED EMPLOYEE OF THE CONTRACTOR LISTED ABOVE. BY SIGNING THIS FORM, CONTRACTOR AGREES TO PAY ALL COSTS ASSOCIATED WITH THIS CHANGE AND THAT PAYMENT FOR THIS WORK WILL BE PAID IN THE FOLLOWING MONTH'S PROGRESS PAYMENT. CHANGES SHALL BE ON A TIME AND MATERIAL BASIS UNLESS OTHERWISE AGREED TO IN ADVANCE.

OFFICE (BEFORE SIGNATURE)

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	W Contracting	**Trade:**	Laborer
Date:	6/29/2018	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	July 31,2018	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 34.29	$ 51.44	$ 68.58
	Vacation & Holiday Accrual	$ 4.59	$ 4.59	$ 4.59
	Hourly Taxable Wage Costs Subtotal	**$ 38.88**	**$ 56.03**	**$ 73.17**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.13	$ 3.19	$ 4.25
	Medicare	$ 0.50	$ 0.75	$ 0.99
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.30	$ 0.45	$ 0.60
	Workers Compensation Insurance	$ 7.25	$ 7.25	$ 7.25
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 10.21**	**$ 11.70**	**$ 13.18**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.12	$ 7.12	$ 7.12
	Pension & Retirement (or equivalent)	$ 7.53	$ 7.53	$ 7.53
	Training (or equivalent)	$ 1.30	$ 1.30	$ 1.30
	Hourly Benefits Subtotal	**$ 15.95**	**$ 15.95**	**$ 15.95**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 65.04**	**$ 83.67**	**$ 102.30**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	JT Wimsatt	**Trade:**	Carpenter
Date:	5/22/2017	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	July 1, 2018	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.40	$ 63.60	$ 84.80
	Vacation & Holiday Accrual	$ 4.95	$ 4.95	$ 4.95
	Hourly Taxable Wage Costs Subtotal	**$ 47.35**	**$ 68.55**	**$ 89.75**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.63	$ 3.94	$ 5.26
	Medicare	$ 0.61	$ 0.92	$ 1.23
	FUI	$ 0.05	$ 0.08	$ 0.10
	SUI	$ 0.37	$ 0.56	$ 0.75
	Workers Compensation Insurance	$ 8.96	$ 8.96	$ 8.96
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 12.63**	**$ 14.46**	**$ 16.30**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 6.85	$ 6.85	$ 6.85
	Pension & Retirement (or equivalent)	$ 4.66	$ 4.66	$ 4.66
	Training (or equivalent)	$ 0.96	$ 0.96	$ 0.96
	Hourly Benefits Subtotal	**$ 12.47**	**$ 12.47**	**$ 12.47**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 72.45**	**$ 95.48**	**$ 118.52**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	JT Wimsatt	**Trade:**	Cement Mason
Date:	5/22/2017	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	June 30, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 33.55	$ 50.33	$ 67.10
	Vacation & Holiday Accrual	$ 6.68	$ 6.68	$ 6.68
	Hourly Taxable Wage Costs Subtotal	**$ 40.23**	**$ 57.01**	**$ 73.78**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.08	$ 3.12	$ 4.16
	Medicare	$ 0.49	$ 0.73	$ 0.97
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.30	$ 0.44	$ 0.59
	Workers Compensation Insurance	$ 7.09	$ 7.09	$ 7.09
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 9.99**	**$ 11.45**	**$ 12.90**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.77	$ 7.77	$ 7.77
	Pension & Retirement (or equivalent)	$ 8.24	$ 8.24	$ 8.24
	Training (or equivalent)	$ 0.91	$ 0.91	$ 0.91
	Hourly Benefits Subtotal	**$ 16.92**	**$ 16.92**	**$ 16.92**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 67.14**	**$ 85.37**	**$ 103.60**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 210

Project: Elm Elementary School Reconstruction Project

Date: 10-27-17
Discipline: Plumbing

Subject: Clarification on Kindergarten Drinking Fountain

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Please provide the location, and type of drinking fountain that is being added at the Kindergarten Bldg. Provide installation height to be installed at (Ages 5-8 32") .

ANSWER

Refer to Bulletin #14 location. Type of drinking fountain per RFI 241 response. ADA fountain bubbler height to be at 32" max with 24" min knee clearance.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Taft Electric Co	Matt Gobuty	11/2/2017
Precision Plumbing-Mechanical	Daniel Bascom	11/27/2017

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.: 210

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-27-17
Discipline: Plumbing

Subject: Clarification on Kindergarten Drinking Fountain

Response Requested By: 11-03-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Please provide the location, and type of drinking fountain that is being added at the Kindergarten Bldg. Provide installation height to be installed at (Ages 5-8 32") .

ANSWER

Refer to Bulletin #14 for location. Type of drinking fountain per RFI 241 response.
ADA fountain bubbler height to be at 32" max with 24" min knee clearance.

Response Provided By:	Tom Bardwell	SVA Architects	11/20/17
	Name	Company	Date

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707 T
949.809.3380

info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School
Bulletin # 14 Narrative

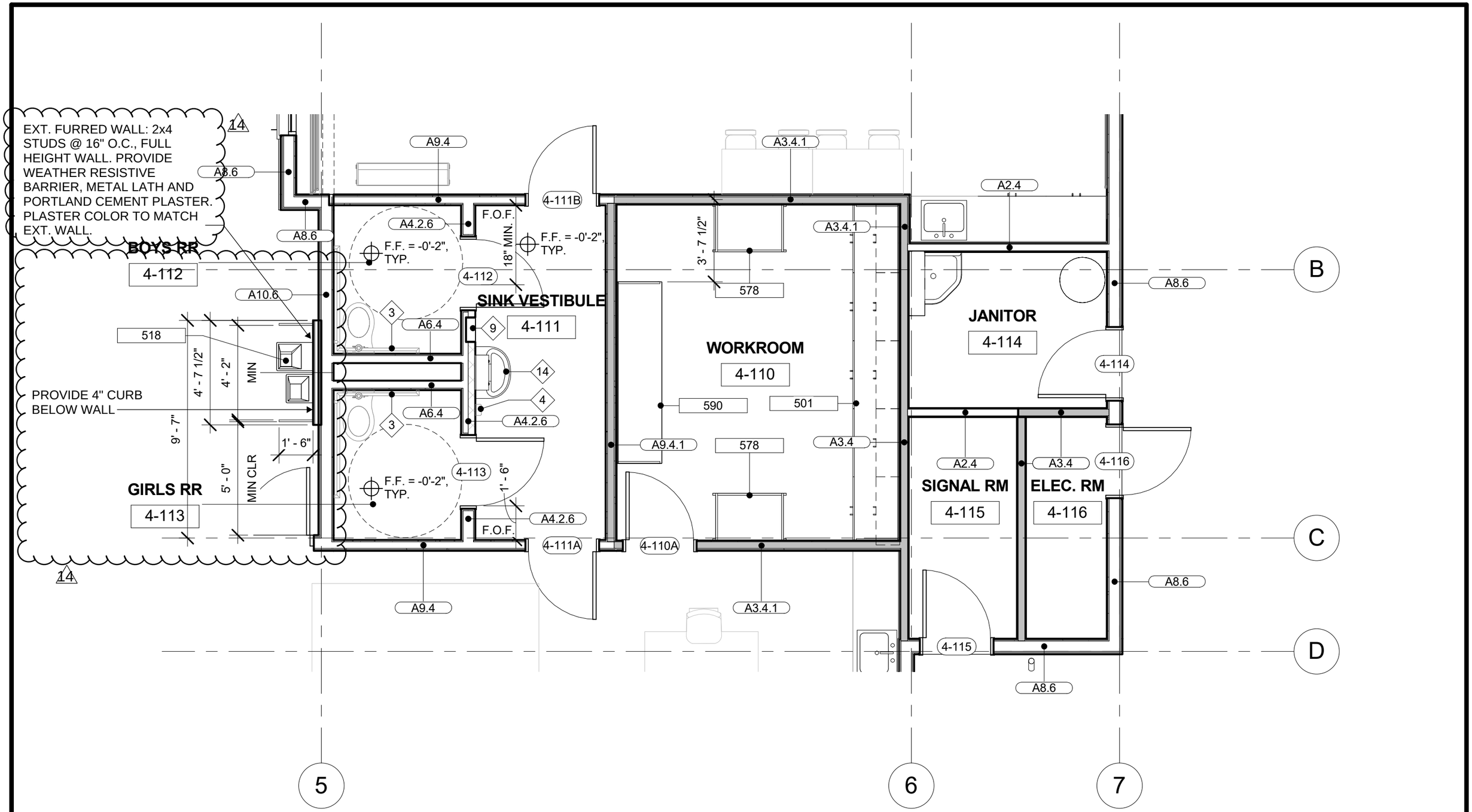
Revision: 11/20/2017

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 Architecture sheets:
A4-41.2: Addition of exterior drinking fountain at the Kindergarten Building.

Drawings
Sheet A4-41.2 – Kindergarten – Bldg 4 – Enlarged Plans

Distribution:
District
Contractor
IOR



SVA ARCHITECTS	DESCRIPTION: ADDED DRINKING FOUNTAIN AT KINDERGARTEN BUILDING	DRAWING REFERENCE: A4-41.2	ASK #: SKA-1
	PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE: BULLETIN #14	DATE 11/24/15
	PROJECT NUMBER: 1340159-Bldg 4		SCALE As indicated
			DRAWN BY Author

C:\Users\tbardwell\Documents\Kinder Central 2015_tbardwell.rvt 11/20/2017 1:53:31 PM

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 69 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/12/2018

DESCRIPTION OF WORK

Replace Plate Per DSA Field Engineer

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to replace all pressure treated plates on Kindergarten and some pressure treated plates on Administration Buildings per DSA Field Engineer Requested By: DSA Field Engineeer Ref: DSA Field Trip Notes 8 and 9	Abdellatif Enterprises Inc	15,337
	Subtotal:	15,337
Contractual Costs		
Overhead 15%		2,301
	Subtotal:	2,301
	Total Change Order Request Amount:	**17,638**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # **14**

DATE: December 6, 2017
PROJECT: Elm Street Elementary School

Cost proposal associated with replace plate per DSA/Bernards request

Classroom	Qty	Unit	Unit Price	Extension
Material Subtotal				$ -
Material Sales Tax				
Material Total				$ -
Labor	184	hour	$ 72.48	$ 13,336.32
Subtotal				$ 13,336.32
Profit & Overhead		15%		$ 2,000.45
Change Order Total				**$ 15,336.77**

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 ● License #662128
Telephone (949) 215-4790 ● Fax (949) 215-4794

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

DSA

FIELD TRIP NOTE

135

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #: 008	Date 2017-10-10	DSA File #: 56-22	DSA App. #: 03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 18 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet also with Roland Krolikowski, Special Inspector on site.

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical) are in progress.

C.R. Bldg. 1
Rough framing is in progress for 1st floor.
Structural steel framing is nearly complete, except around the elevator.
Rough electrical are in progress.

M.P.R. Bldg, 2
Footing has been placed.
S.O.G preparation is in progress.

Admin. Bldg. 3:
S.O.G. has been placed.
Rough framing is in progress.

Kindergarten Bldg. 4:
S.O.G. has been placed.
Rough framing has started.

Conduit placement has been corrected at S.O.G. and Curb.

It is discovered that some P.T. Lumber has unknown marking (No "check mark" for easy identification, No testing lab indicator). P.I. to coordinate that proper lumber as required by the Code and ALSC/AWPA is used for this project. AOR/P.I./School District to coordinate this item promptly.

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:008	Date: 2017-10-10	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):

DSA
FIELD TRIP NOTE

135

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #:009	Date 2017-10-30	DSA File #:56-22	DSA App. #:03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 24 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet also with Roland Krolikowski, Special Inspector on site.

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical and Plumbing) are in progress.

C.R. Bldg. 1
Rough framing is near complete for 1st floor.
Rough framing is in progress for 2nd floor.
Structural steel framing is nearly complete, except around the elevator.
Rough electrical and plumbing are in progress.

M.P.R. Bldg. 2
Concrete S.O.G will be placed tomorrow.

Admin. Bldg. 3:
Rough framing is in progress.
P.T. lumber has all been installed properly with proper identification. (AOR and P.I.has verified the work)

Kindergarten Bldg. 4:
Rough framing is in progress.
P.T. lumber has all been installed properly with proper identification. (AOR and P.I.has verified the work)

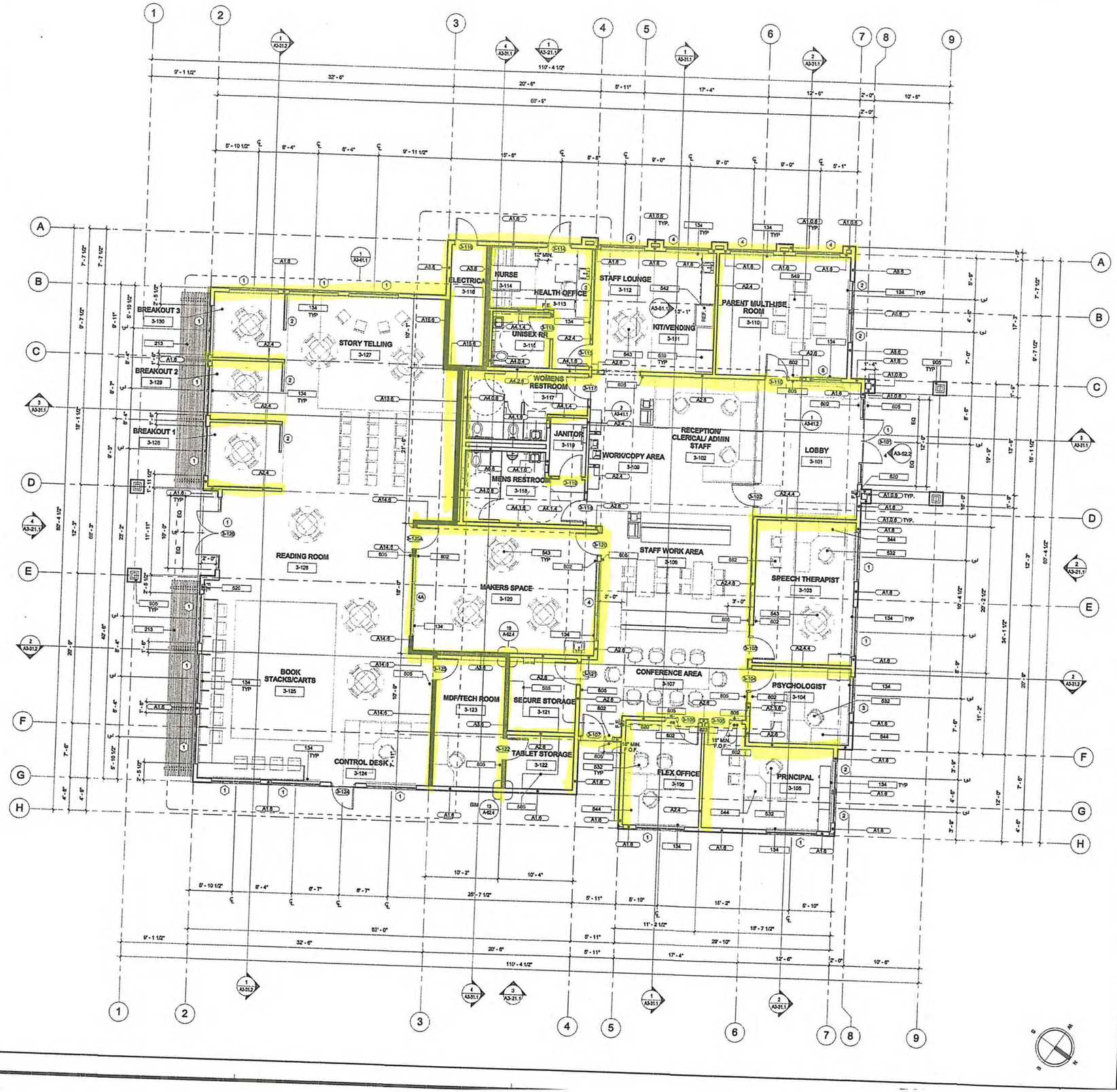
P.T. Lumber has all been verified with the proper identification.
Hold down bolts and Hold down Screws have been identified by the P.I. and will be replaced as not to have any bolts or screws in the "Check line" (per discussion with AOR rep. Tom Bardwell and SEOR David Chieng)
Otherwise a proper CCD must be submitted to address the issue.

Parallam with open cut for the strap requires to have a CCD category A to indicate the cut and the location.

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:009	Date:2017-10-30	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):



	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

KEYNOTE LEGEND

- 1/A-1 — 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 A3-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-52.2
- 1 — STOREFRONT WINDOW, REFER TO A3-52.2
- 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.

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033

LICENSED ARCHITECT ROBERT M. SIMON No. C-18911 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC. NW FLS. SM SS A-2
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

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 800 SANTA ANA, CA 92707
T 949.809.3360 WWW.SVA-ARCHITECTS.COM

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 71 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

OT Through 12/3/17

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
OT per District Request through 12/3/17	Abdellatif Enterprises Inc	23,516
	Subtotal:	23,516
Contractual Costs		
Overhead 15%		3,527
	Subtotal:	3,527
	Total Change Order Request Amount:	**27,043**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF ENTERPRISES, INC.

Change Order # 16

DATE: December 7, 2017
PROJECT: Elm Street Elementary School

Cost proposal associated with overtime premium

Description: Overtime premium through December 3, 2017

Classification	Hours Worked	Overtime Premium	Extension
1st period apprentice	55.5	$ 9.46	$ 525.03
2nd period apprentice	39.5	$ 11.83	$ 467.29
5th period apprentice	8	$ 16.56	$ 132.48
6th period apprentice	69.5	$ 17.74	$ 1,232.93
7th period apprentice	8	$ 18.92	$ 151.36
8th period apprentice	8	$ 21.28	$ 170.24
Journeyman	702	$ 23.65	$ 16,602.30
Foreman	46	$ 25.37	$ 1,167.02
Subtotal			$ 20,448.65
Profit & Overhead		15%	$ 3,067.30
Total Change Order			**$ 23,515.94**

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653
Telephone (949) 215-4790 ● Fax (949) 215-4794

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 1st Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$16.50	$24.75	$8.25	$33.00	$16.50
2.) F.I.C.A	0.077	$1.61	$2.25	$0.63	$2.88	$1.26
3.) Federal Unemployment Tax	0.008	$0.17	$0.23	$0.07	$0.30	$0.13
4.) State Unemployment Tax	0.062	$1.31	$1.82	$0.51	$2.33	$1.02
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$6.93	$6.93	$0.00	$3.93	$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		$0.63	$0.63	$0.00	$0.63	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 2nd Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$20.63	$30.95	$10.32	$41.26	$20.63
2.) F.I.C.A	0.077	$1.93	$2.72	$0.79	$3.51	$1.58
3.) Federal Unemployment Tax	0.008	$0.20	$0.28	$0.08	$0.37	$0.17
4.) State Unemployment Tax	0.062	$1.56	$2.20	$0.64	$2.84	$1.28
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$8.28	$8.28	$0.00	$8.28	$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		$0.76	$0.76	$0.00	$0.76	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 3rd Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$24.75	$37.13	$12.38	$49.50	$24.75
2.) F.I.C.A	0.077	$2.32	$3.27	$0.95	$4.22	$1.89
3.) Federal Unemployment Tax	0.008	$0.24	$0.34	$0.10	$0.44	$0.20
4.) State Unemployment Tax	0.062	$1.88	$2.65	$0.77	$3.42	$1.53
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$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		$3.76	$3.76	$0.00	$3.76	$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		$0.97	$0.97	$0.00	$0.97	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$47.58	$61.77	$14.19	$75.96	$28.38
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$47.58	$61.77	$14.19	$75.96	$28.38

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** 4th Period Apprentice

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$26.81	$40.22	$13.41	$53.62	$26.81
2.) F.I.C.A	0.077	$2.48	$3.50	$1.03	$4.53	$2.05
3.) Federal Unemployment Tax	0.008	$0.26	$0.37	$0.11	$0.47	$0.21
4.) State Unemployment Tax	0.062	$2.01	$2.84	$0.83	$3.67	$1.66
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		$4.01	$4.01	$0.00	$4.01	$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		$0.97	$0.97	$0.00	$0.97	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$55.11	$70.48	$15.37	$85.85	$30.74
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$55.11	$70.48	$15.37	$85.85	$30.74

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 5th Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$28.88	$43.32	$14.44	$57.76	$28.88
2.) F.I.C.A	0.077	$2.64	$3.74	$1.10	$4.85	$2.21
3.) Federal Unemployment Tax	0.008	$0.28	$0.39	$0.12	$0.51	$0.23
4.) State Unemployment Tax	0.062	$2.14	$3.03	$0.90	$3.93	$1.79
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		$4.27	$4.27	$0.00	$4.27	$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		$1.03	$1.03	$0.00	$1.03	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$57.80	$74.36	$16.56	$90.91	$33.11
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$57.80	$74.36	$16.56	$90.91	$33.11

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 6th Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$30.94	$46.41	$15.47	$61.88	$30.94
2.) F.I.C.A	0.077	$2.80	$3.98	$1.18	$5.16	$2.37
3.) Federal Unemployment Tax	0.008	$0.29	$0.42	$0.12	$0.54	$0.25
4.) State Unemployment Tax	0.062	$2.27	$3.22	$0.96	$4.18	$1.92
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		$4.52	$4.52	$0.00	$4.52	$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		$1.10	$1.10	$0.00	$1.10	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$60.48	$78.22	$17.74	$95.96	$35.48
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$60.48	$78.22	$17.74	$95.96	$35.48

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** 7th Period Apprentice

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$33.00	$49.50	$16.50	$66.00	$33.00
2.) F.I.C.A	0.077	$2.95	$4.22	$1.26	$5.48	$2.52
3.) Federal Unemployment Tax	0.008	$0.31	$0.44	$0.13	$0.57	$0.26
4.) State Unemployment Tax	0.062	$2.39	$3.42	$1.02	$4.44	$2.05
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		$4.78	$4.78	$0.00	$4.78	$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		$1.16	$1.16	$0.00	$1.16	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$63.16	$82.08	$18.92	$101.00	$37.84
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$63.16	$82.08	$18.92	$101.00	$37.84

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 8th Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$37.13	$55.70	$18.57	$74.26	$37.13
2.) F.I.C.A	0.077	$3.27	$4.69	$1.42	$6.11	$2.84
3.) Federal Unemployment Tax	0.008	$0.34	$0.49	$0.15	$0.64	$0.30
4.) State Unemployment Tax	0.062	$2.65	$3.80	$1.15	$4.95	$2.30
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		$5.29	$5.29	$0.00	$5.29	$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		$1.28	$1.28	$0.00	$1.28	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$68.53	$89.81	$21.28	$111.10	$42.57
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$68.53	$89.81	$21.28	$111.10	$42.57

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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.) Worker'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	$0.00
13.) Property Damage Insurance		$0.00	$0.00	$0.00	$0.00	$0.00
14.) Safety		$1.41	$1.41	$0.00	$1.41	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$73.89	$97.54	$23.65	$121.19	$47.30
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$73.89	$97.54	$23.65	$121.19	$47.30

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 72 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

OT Through 12/31/17

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
OT per Owner request 12/4/17 through 12/31/17	Abdellatif Enterprises Inc	10,101
	Subtotal:	10,101
Contractual Costs		
Overhead 15%		1,515
	Subtotal:	1,515
	Total Change Order Request Amount:	**11,616**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # 17

DATE: January 7, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with overtime premium

Description: Overtime premium through December 4, 2017 through December 31, 2017

Classification	Hours Worked	Overtime Premium	Extension
1st period apprentice	20	$ 9.46	$ 189.20
2nd period apprentice	20	$ 11.83	$ 236.60
4th Period apprentice	11	$ 15.37	$ 169.07
6th period apprentice	40	$ 17.74	$ 709.60
7th period apprentice	20	$ 18.92	$ 378.40
8th period apprentice	12	$ 21.28	$ 255.36
Journeyman	268	$ 23.65	$ 6,338.20
Foreman	20	$ 25.37	$ 507.40
Subtotal			$ 8,783.83
Profit & Overhead		15%	$ 1,317.57
Total Change Order			**$ 10,101.40**

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 1st Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$16.50	$24.75	$8.25	$33.00	$16.50
2.) F.I.C.A	0.077	$1.61	$2.25	$0.63	$2.88	$1.26
3.) Federal Unemployment Tax	0.008	$0.17	$0.23	$0.07	$0.30	$0.13
4.) State Unemployment Tax	0.062	$1.31	$1.82	$0.51	$2.33	$1.02
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$6.93	$6.93	$0.00	$3.93	$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		$0.63	$0.63	$0.00	$0.63	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 2nd Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$20.63	$30.95	$10.32	$41.26	$20.63
2.) F.I.C.A	0.077	$1.93	$2.72	$0.79	$3.51	$1.58
3.) Federal Unemployment Tax	0.008	$0.20	$0.28	$0.08	$0.37	$0.17
4.) State Unemployment Tax	0.062	$1.56	$2.20	$0.64	$2.84	$1.28
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$8.28	$8.28	$0.00	$8.28	$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		$0.76	$0.76	$0.00	$0.76	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 3rd Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$24.75	$37.13	$12.38	$49.50	$24.75
2.) F.I.C.A	0.077	$2.32	$3.27	$0.95	$4.22	$1.89
3.) Federal Unemployment Tax	0.008	$0.24	$0.34	$0.10	$0.44	$0.20
4.) State Unemployment Tax	0.062	$1.88	$2.65	$0.77	$3.42	$1.53
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$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		$3.76	$3.76	$0.00	$3.76	$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		$0.97	$0.97	$0.00	$0.97	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$47.58	$61.77	$14.19	$75.96	$28.38
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$47.58	$61.77	$14.19	$75.96	$28.38

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** 4th Period Apprentice

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$26.81	$40.22	$13.41	$53.62	$26.81
2.) F.I.C.A	0.077	$2.48	$3.50	$1.03	$4.53	$2.05
3.) Federal Unemployment Tax	0.008	$0.26	$0.37	$0.11	$0.47	$0.21
4.) State Unemployment Tax	0.062	$2.01	$2.84	$0.83	$3.67	$1.66
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		$4.01	$4.01	$0.00	$4.01	$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		$0.97	$0.97	$0.00	$0.97	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$55.11	$70.48	$15.37	$85.85	$30.74
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$55.11	$70.48	$15.37	$85.85	$30.74

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 5th Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$28.88	$43.32	$14.44	$57.76	$28.88
2.) F.I.C.A	0.077	$2.64	$3.74	$1.10	$4.85	$2.21
3.) Federal Unemployment Tax	0.008	$0.28	$0.39	$0.12	$0.51	$0.23
4.) State Unemployment Tax	0.062	$2.14	$3.03	$0.90	$3.93	$1.79
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		$4.27	$4.27	$0.00	$4.27	$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		$1.03	$1.03	$0.00	$1.03	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$57.80	$74.36	$16.56	$90.91	$33.11
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$57.80	$74.36	$16.56	$90.91	$33.11

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 6th Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$30.94	$46.41	$15.47	$61.88	$30.94
2.) F.I.C.A	0.077	$2.80	$3.98	$1.18	$5.16	$2.37
3.) Federal Unemployment Tax	0.008	$0.29	$0.42	$0.12	$0.54	$0.25
4.) State Unemployment Tax	0.062	$2.27	$3.22	$0.96	$4.18	$1.92
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		$4.52	$4.52	$0.00	$4.52	$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		$1.10	$1.10	$0.00	$1.10	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$60.48	$78.22	$17.74	$95.96	$35.48
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$60.48	$78.22	$17.74	$95.96	$35.48

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** 7th Period Apprentice

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$33.00	$49.50	$16.50	$66.00	$33.00
2.) F.I.C.A	0.077	$2.95	$4.22	$1.26	$5.48	$2.52
3.) Federal Unemployment Tax	0.008	$0.31	$0.44	$0.13	$0.57	$0.26
4.) State Unemployment Tax	0.062	$2.39	$3.42	$1.02	$4.44	$2.05
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		$4.78	$4.78	$0.00	$4.78	$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		$1.16	$1.16	$0.00	$1.16	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$63.16	$82.08	$18.92	$101.00	$37.84
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$63.16	$82.08	$18.92	$101.00	$37.84

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 8th Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$37.13	$55.70	$18.57	$74.26	$37.13
2.) F.I.C.A	0.077	$3.27	$4.69	$1.42	$6.11	$2.84
3.) Federal Unemployment Tax	0.008	$0.34	$0.49	$0.15	$0.64	$0.30
4.) State Unemployment Tax	0.062	$2.65	$3.80	$1.15	$4.95	$2.30
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		$5.29	$5.29	$0.00	$5.29	$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		$1.28	$1.28	$0.00	$1.28	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$68.53	$89.81	$21.28	$111.10	$42.57
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$68.53	$89.81	$21.28	$111.10	$42.57

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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.) Worker'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	$0.00
13.) Property Damage Insurance		$0.00	$0.00	$0.00	$0.00	$0.00
14.) Safety		$1.41	$1.41	$0.00	$1.41	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$73.89	$97.54	$23.65	$121.19	$47.30
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$73.89	$97.54	$23.65	$121.19	$47.30

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 • License #662128
Telephone (949) 215-4790 • Fax (949) 215-4794

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 75 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

Remove And Replace Posts - Nov 2017

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to replace posts.	Abdellatif Enterprises Inc	32,020
Reason: Directed By DSA Field Engineer.		
Requested By: DSA Field Engineer		
Ref: DSA Field Trip Notes		
	Subtotal:	32,020
Contractual Costs		
Overhead 15%		4,803
	Subtotal:	4,803
	Total Change Order Request Amount:	**36,823**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF ENTERPRISES, INC.

Change Order # 20

DATE: January 7, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with replace posts at owners request

Classroom	Qty	Unit	Unit Price	Extension
6x6x12	9		$ 88.08	$ 792.72
6x8x12	1		$ 117.48	$ 117.48
6x10x12	4		$ 146.82	$ 587.28
6x6x16	2		$ 117.44	$ 234.88
6x12x20	12		$ 293.64	$ 3,523.68
6x8x20	2		$ 195.80	$ 391.60
6x6x14	16		$ 102.76	$ 1,644.16
6x6x20	7		$ 146.80	$ 1,027.60
6x8x14	4		$ 137.06	$ 548.24
Material Subtotal				$ 8,867.64
Material Sales Tax				$ 819.69
Freight				$ 500.00
Material Total				$ 10,187.33
Labor (1st Period Apprentice)	64	hour	$ 39.81	$ 2,547.84
Labor (2nd Period Apprentice)	64	hour	$ 46.02	$ 2,945.28
Labor (Journeyman)	148.5	hour	$ 72.48	$ 10,763.28
Inspection	2	visits	$ 700.00	$ 1,400.00
Subtotal				$ 27,843.73
Profit & Overhead		15%		$ 4,176.56
Change Order Total				**$ 32,020.29**

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 ● License #662128
Telephone (949) 215-4790 ● Fax (949) 215-4794

HASSELBLAD LUMBER SALES INC.
PO Box 2619
Eagle, ID 83616

Phone: 208-938-3391
Fax: 208-639-6958

INVOICE

SOLD TO: **ABDELLATIF ENTERPRISES, INC.**
26071 MERIT CIRCLE, SUITE 114
LAGUNA HILLS CA
92653
Fax: 949-215-4794

SHIP TO: **ELM STREET ELEMENTARY SCHOOL**
450 ELM STR
OXNARD CA

INVOICE NO.: 23965

CUST. ORDER:
DATE: 12/08/2017
TERMS: NET 30 DAYS ADI
HLS ORDER:
SHIP VIA: TRUCK

DESCRIPTION	QUANTITY	U/M	PRICE	U/M	AMOUNT
FOHC SURFACED FROM ROUGH / SELECTED FOR APPEARANCE FIR SEL STRUCT 6 X 6 X RL 9/12 16/14 2/16 7/20	DOUG 504	LF	2,447.00	BF	$3,699.86
FOHC SURFACED FROM ROUGH / SELECTED FOR APPEARANCE FIR SEL STRUCT 6 X 8 X RL 1/12 4/14 2/20	DOUG 108	LF	2,447.00	BF	$1,057.10
FOHC SURFACED FROM ROUGH / SELECTED FOR APPEARANCE FIR SEL STRUCT 6 X 10 X RL 4/12	DOUG 48	LF	2,447.00	BF	$587.28
FOHC SURFACED FROM ROUGH / SELECTED FOR APPEARANCE FIR SEL STRUCT 6 X 12 X RL 12/20	DOUG 240	LF	2,447.00	BF	$3,523.68
FREIGHT (NET)	1	Pcs	500.00	Pcs	$500.00

Thank You

A DISCOUNT OF $0.00 WILL BE ALLOWED IF PAID BY 01/07/2018

CA1.0:			**$93.68**
CA7.75:			**$726.01**
TOTALS:	**3,624**	**BF**	**$10,187.61**

A FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, will be charged on all past due balances. NHLA, WCLIB OR WWPA Grades shall apply to this order unless otherwise noted. This lumber is sold under current terms and conditions of sale, as adopted by the West Coast Lumbermen's Association.

DAILY TIME AND MATERIAL RECORD

School Name: Elm
Project Name:
Project Description:
Issued To: Bernards

Report No.:
Date Performed:
Date of Report: 10/31/17
CD No.:

Description of Added Scope of Work:
Remove & replace 6 posts 1st floor classroom per DSA request. 2 posts were changed twice

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

Pete Valdivia	8 hrs	16 hrs
Jerry Morales	8 hrs	total

Material Description:

3	6 x 6 x 12	#1
1	6 x 8 x 12	#1
4	6 x 10 x 12	#1

Inspection fees paid to WCLIB $1,400

Approval Issued By: _____ (Signature & Title) _____ (Name (Printed)) _____ (Date)

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/28/17

DAILY TIME AND MATERIAL RECORD

School Name: Elm
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed:
Date of Report: 11-17-18
CD No.:

Description of Added Scope of Work: AT CLASS Room BLDG
Replaced 2 6x6 posts 2nd floor Grid 10
Inspected onsite 6x12 posts to be ripped with
Tim and he marked with green good sides

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

Manny Ruano Jr	4 hrs	16 hours
Pablo Arias	4 hrs	total
Joel Alarcon	8 hrs	

Material Description:

2	6 x 6 x 16
12	6 x 12 x 20

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/27/18

Approval Issued By:
Signature & Title | Name (Printed) | Date

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed:
Date of Report: 11-18-17
CD No.:

Description of Added Scope of Work: AT CLASSROOM BLDG.
SPREAD POST TO GRID LINES 1 & 11. REMOVE & REPLACE 6 POSTS 2ND FLOOR GRID LINES B & L PER DSA REQUEST.

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

MANUEL RUANO - 8HRS
PABLO ARIAS - 6HRS
MANUEL RUANO HERNANDEZ - 6 HRS

20 HOURS TOTAL

Material Description:

4 - 6X6X12' #1
2 - 6X8X20' #1

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/28/17

Approval Issued By:
Signature & Title | Name (Printed) | Date

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 11-20-17
Date of Report:
CD No.:

Description of Added Scope of Work: REMOVE AND REPLACE 6X6 POST 2ND FLOOR AT GRID LINE 11 PER DSA REQUEST. AT CLASSROOM BLDG

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

MANUEL RUANO - 8 HOURS TOTAL HOURS=32
MANUEL RUANO HERNANDES - 8 HOURS
PABLO ARIAS - 8 HOURS
JOEL ALARCON - 8 HOURS

Material Description:

5-6X6X14' #1

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/27/17

Approval Issued By:
Signature & Title | Name (Printed) | Date

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 11-21-17
Date of Report:
CD No.:

Description of Added Scope of Work: REMOVE AND REPLACE 6X6 POST 2ND FLOOR AT GRID LINES 11, H AND F PER DSA REQUEST. AT CLASSROOM BLDG

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

MANUEL RUANO - 8 HOURS
PABLO ARIAS - 8 HOURS
JOEL ALARCON - 8 HOURS
MANUEL RUANO HERNANDES - 8 HOURS

TOTAL HOURS = 32

Material Description:

4- 6X6X14' #1

1 6X6X20' #1

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/27/18

Approval Issued By:
Signature & Title | Name (Printed) | Date

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 11-22-17
Date of Report:
CD No.:

Description of Added Scope of Work: REMOVE AND REPLACE 6X6 POST 2ND FLOOR AT GRID LINES A, 7 AND J PER DSA REQUEST.

AT CLASSROOM BLDG

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

MANUEL RUANO - 6 HOURS
JOEL ALARCON - 6 HOURS
MANUEL RUANO HERNANDES - 6 HOURS
PABLO ARIAS - 6 HOURS

TOTAL HOURS = 24

Material Description:

1 - 6X8X14' #1
2 - 6X6X12' #1
2 - 6X6X14' #1

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/28/17

Approval Issued By:
Signature & Title | Name (Printed) | Date

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 11-27-17
Date of Report:
CD No.:

Description of Added Scope of Work: REMOVE AND REPLACE 6X6 POST 2ND FLOOR AT GRID LINES A, 6 AND 11 PER DSA REQUEST, AT CLASSROOM BLDG.

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

PABLO ARIAS - 8 HOURS
MANUEL RUANO HERNANDES - 8 HOURS
JOEL ALARCON - 8 HOURS
MANUEL RUANO - 8 HOURS

TOTAL HOURS = 32

Material Description:

2 - 6X8X14' #1
3 - 6X6X14' #1

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/28/17

Approval Issued By:
Signature & Title | Name (Printed) | Date

ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 11-28-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT CLASSROOM BLDG.
REMOVE & REPLACE 6X POST 2ND FLOOR PER DSA
REQUEST. GRID LINES- A, B, F, 4 & 6

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:
PABLO ARIAS - 8HOURS
MANUEL RUANO HERNANDES - 8HOURS
JOEL ALARCON - 8HOURS
MANUEL RUANO - 8 HOURS
WILLIAM BAILEY — 3 HOURS
TOTAL HOURS=35

Material Description:
3 - 6X6X20' #1
2 - 6X6X14' #1
1 - 6X8X14' #1

REPLACED POST #'S
24, 25, 28, 38, 39, 40, 41 & 61

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

[redacted] ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 11-29-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT CLASSROOM BLDG. 2ND FLOOR FINISH HARDWARE. REMOVE & REPLACE 6X POST & REPLACE BLOCKING. GRID LINES A, B, 6 & 4

☐ No Cost Change X Cost Change

Costs Associated With Ref #

Labor Description:

JOEL ALARCON – 8 HOURS
MANUEL RUANO – 8 HOURS
PABLO ARIAS – 8 HOURS
MANUEL RUANO-HERNANDES – 8 HOURS
WILLIAM BAILEY – 2 HOURS

TOTAL HOURS = 34

Material Description:

3 – 6X6X20' #1

REPLACED POST #'s 42, 43 & 44

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ (Signature & Title) _____ (Name (Printed)) _____ (Date)

[redacted] ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 11-30-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT CLASSROOM BLDG. 2ND FLOOR (JOEL & PABLO 3 HOURS MOBILIZING MATERIAL.)(PABLO & JOEL 5 HOURS INSTALLING TRIMMERS AFTER INSPECTION. GRID LINES- A & 11

☐ No Cost Change X Cost Change

Costs Associated With Ref #

Labor Description:

MANUEL RUANO - 8 HOURS
JOEL ALARCON - 8 HOURS
PABLO ARIAS - 8 HOURS
MANUEL RUANO HERNANDES - 8 HOURS
WILLIAM BAILEY - 3½ HOURS

TOTAL HOURS 35½

Material Description:

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

WEST COAST LUMBER INSPECTION BUREAU

I looked at the five Posts in question. The visible Seasoning Checks were not in excess of that allowed for this grade of #1 DF

Glad V. Lytton
Supervisor - Retired Oct 26, 2017

WEST COAST LUMBER INSPECTION BUREAU

AL LYTTON
DISTRICT SUPERVISOR

MAIN OFFICE:
P.O. BOX 23145
PORTLAND, OR 97281-3145
FAX: (503) 684-8928
(503) 639-0651
www.wclib.org

LOCAL OFFICE:
FOUNTAIN VALLEY, CA 92728
FAX: (714) 965-6960
(714) 813-4161
alytton@wclib.org

WEST COAST LUMBER INSPECTION BUREAU

Date: October 26, 2017

Name	School	**Order No.**	Abdellatif
Address	450 E. Elm St	**Brand**	N/A
City/State	Oxnard, Ca	**Shipped Via**	N/A

REQUESTED: Inspect Seasoning Checks and Splits in BEAMS and STRINGERS, POSTS and TIMBERS for the Grade of DF, "NO. 1" or better. I looked closely at POSTS painted with red paint by the DSA inspector Timothy Hoyt.

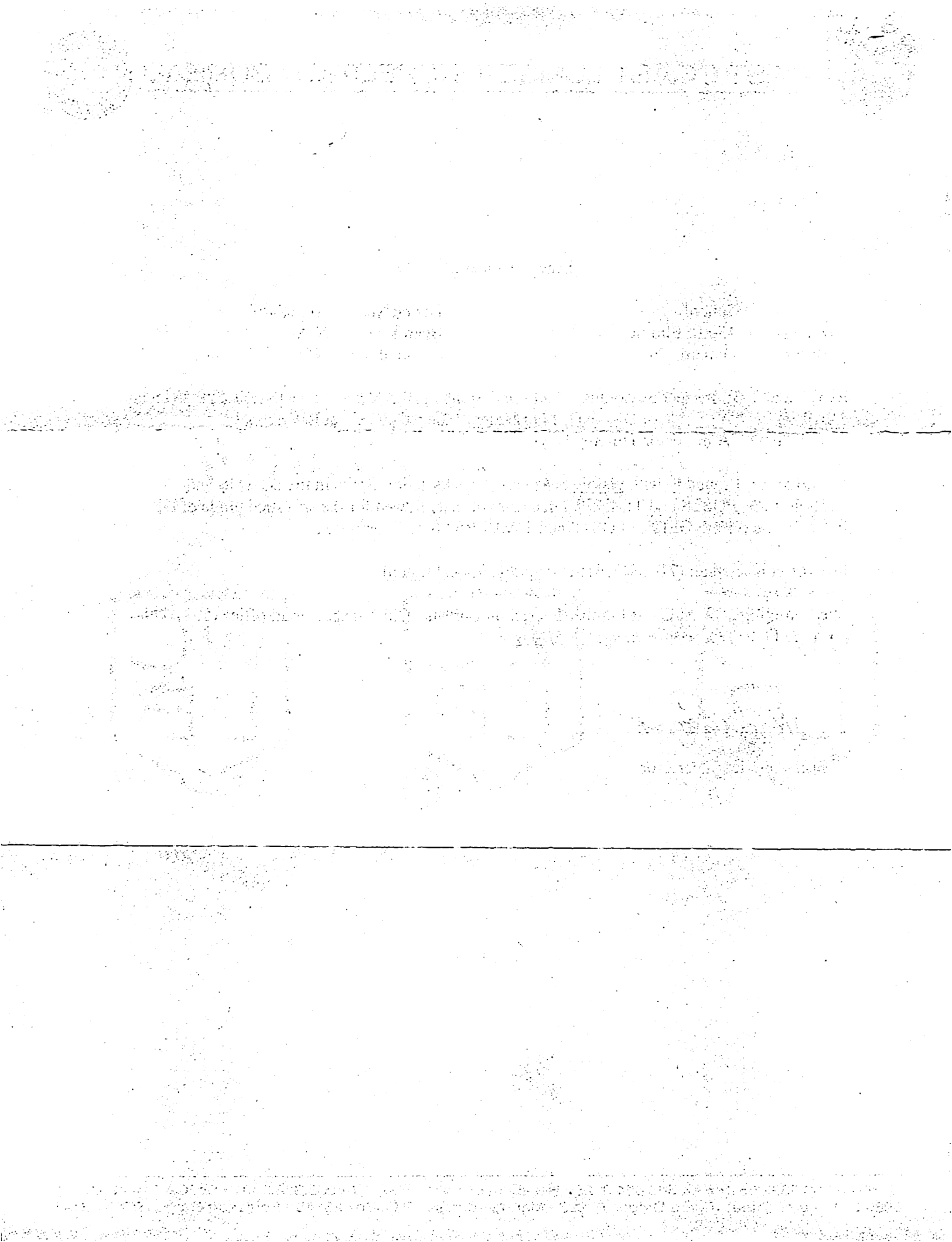
FINDINGS: I found **0** with **visible** Seasoning Checks and/or Splits in the BEAMS and STRINGERS, POSTS and TIMBERS in excess of that allowed for the specified grade of DF, BEAMS and STRINGERS, , POSTS and TIMBERS "NO. 1" or better.

I can be contacted at: (714) 813-4161 or alytton@socal.rr.com

Skeet Rominger, West Coast Lumber Inspection Bureau's Chief Inspector at: office (503) 639-0651, cell ((360) 608-9556 or skeetR@WCLIB.org

Al Lytton sgk

Alva F. Lytton
WCLIB District Supervisor



WEST COAST LUMBER INSPECTION BUREAU

Date: October 31, 2017

Name	School	**Order No.**	Abdellatif
Address	450 E. Elm St	**Brand**	N/A
City/State	Oxnard, Ca	**Shipped Via**	N/A

REQUESTED: Inspect six Douglas Fir BEAMS and STRINGERS, POSTS and TIMBERS for the Grade of DF, "NO. 1" or better.

FINDINGS: These pieces were at one time framed into a building and then removed. The bolt holes in the pieces were put in the pieces when they were installed into the building. These bolt holes were ignored for the purpose of grade. The pieces were numbered and the number was written on the pieces.

1. DF, S4S, s-grn., was a 6x6 – 11'3" and made the grade of "NO. 1" POST and TIMBER.
2. DF, S4S, s-grn., was a 6x6 – 11'3" and made the grade of "NO. 1" POST and TIMBER.
3. DF, S4S, s-grn., was a 6x6 – 10' and made the grade of "NO. 1" POST and TIMBER.
4. DF, S4S, s-grn., was a 6x6 – 11'8" and made the grade of "SELECT STRUCTURAL" POST and TIMBER.
5. DF, S4S, s-grn., was a 6x10 – 11'3" and made the grade of "SELECT STRUCTURAL" BEAM and STRINGER..
6. DF, S4S, s-grn., was a 6X8 – 11'3" " and made the grade of "SELECT STRUCTURAL" POST and TIMBER.

Behind the pieces numbered 4. & 5. was the letter R.

On each piece was written in yellow crayon the grade and the letters *AFL.*

I can be contacted at: (714) 813-4161 or alytton@socal.rr.com

Skeet Rominger, West Coast Lumber Inspection Bureau's Chief Inspector at: office (503) 639-0651, cell ((360) 608-9556 or skeetR@WCLIB.org

Alva F. Lytton

Alva F. Lytton
WCLIB District Supervisor

September 22, 2017

1. Splits are defined as a continuous separation of fiber at the ends that extend completely through the piece going from face to face.
2. Seasoning checks are defined as a separation in the wood normally occurring across or through the rings of the annual growth and usually as a result of the seasoning.
3. Seasoning Checks are simply part of the drying process. As the lumber get larger by volume the Seasoning Checks get larger. This is because the inside of the piece of lumber leeches out the moisture at the slower rate than the outside. This causes the outside to shrink faster. Seasoning Checks are taken into account when the strength values are determined.
4. If Seasong Checks are a structural problem for any reason then s-grn. Lumber should not be used.

If you have any further questions please contact me at (714) 813-4161 or at:

alytton@socal.rr.com

You can also contact Skeet Rominger, Chief Inspector for West Coast Lumber Inspection Bureau at: office (503) 639-0651 or cell (360) 608-9556

skeetR@WCLIB.org

Respectfully,

Alva F Lytton

Alva F. Lytton

District Supervisor – retired

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 1st Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$16.50	$24.75	$8.25	$33.00	$16.50
2.) F.I.C.A	0.077	$1.61	$2.25	$0.63	$2.88	$1.26
3.) Federal Unemployment Tax	0.008	$0.17	$0.23	$0.07	$0.30	$0.13
4.) State Unemployment Tax	0.062	$1.31	$1.82	$0.51	$2.33	$1.02
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$6.93	$6.93	$0.00	$3.93	$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		$0.63	$0.63	$0.00	$0.63	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 • License #662128
Telephone (949) 215-4790 • Fax (949) 215-4794

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 2nd Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$20.63	$30.95	$10.32	$41.26	$20.63
2.) F.I.C.A	0.077	$1.93	$2.72	$0.79	$3.51	$1.58
3.) Federal Unemployment Tax	0.008	$0.20	$0.28	$0.08	$0.37	$0.17
4.) State Unemployment Tax	0.062	$1.56	$2.20	$0.64	$2.84	$1.28
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$8.28	$8.28	$0.00	$8.28	$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		$0.76	$0.76	$0.00	$0.76	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 • License #662128
Telephone (949) 215-4790 • Fax (949) 215-4794

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 205

Project: Elm Elementary School Reconstruction Project

Date: 10-25-17
Discipline: Structural

Subject: HD Lumber Checking

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. SE Observation Report 200 rev. & West Coast Grading Dressing Rules

Please provide a new specification requirement for "checking" at of the select structural Hold Down post. Per Petra Structural Observation 10-17-2017 (Revised) - "At seven locations where checks are noted along the hold-down bolt lines in the shear wall posts, replace the post". Please provide a measurable tolerance for "checking" to determine what is acceptable on the project.

ANSWER

Response

- Finish up the replacement of the 7 posts that was directed to be replaced.
- Give a criteria to the IOR. We recommend to replace shearwalls posts only if they have check deeper than 1" along the entire length, and the check is continuous along the entire line of holddown bolts terminating at a point more than4" above the uppermost bolt.

Tom Bardwell- SVA Architects -10/26/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella; f	10/27/2017

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: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 205

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-25-17
Discipline: Structural

Subject: HD Lumber Checking

Response Requested By: 10-26-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. SE Observation Report 200 rev. & West Coast Grading Dressing Rules

Please provide a new specification requirement for "checking" at of the select structural Hold Down post. Per Petra Structural Observation 10-17-2017 (Revised) - "At seven locations where checks are noted along the hold-down bolt lines in the shear wall posts, replace the post". Please provide a measurable tolerance for "checking" to determine what is acceptable on the project.

ANSWER

- Finish up the replacement of the 7 posts that was directed to be replaced.
- Give a criteria to the IOR. We recommend to replace shearwalls posts only if they have check deeper than 1" along the entire length, and the check is continuous along the entire line of holddown bolts terminating at a point more than 4" above the uppermost bolt.

Response Provided By:	Tom Bardwell	SVA Architects	10/26/17
	Name	Company	Date

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards

WEST COAST LUMBER INSPECTION BUREAU

I looked at the four Posts in question. The visible Seasoning Checks were not in excess of that allowed for this grade of #1 DF

Supervisor - Signature Oct 24, 2017

WEST COAST LUMBER INSPECTION BUREAU

AL LYTTON
DISTRICT SUPERVISOR

MAIN OFFICE:
P.O. BOX 23145
PORTLAND, OR 97281-3145
FAX: (503) 684-8928
(503) 639-0651
www.wclib.org

LOCAL OFFICE:
FOUNTAIN VALLEY, CA 92728
FAX: (714) 965-6960
(714) 813-4161
alytton@wclib.org

1. Splits are defined as a continuous separation of fiber at the ends that extend completely through the piece going from face to face.
2. Seasoning checks are defined as a separation in the wood normally occurring across or through the rings of the annual growth and usually as a result of the seasoning.
3. Seasoning Checks are simply part of the drying process. As the lumber get larger by volume the Seasoning Checks get larger. This is because the inside of the piece of lumber leeches ou the moisture at the slower rate than the outside. This causes the outside to shrink faster. Seasoning Checks are taken into account when the strength values are determined.

If you have any further questions please contact me at (714) 813-4161 or at:

alytton@socal.rr.com

Respectfully,

Alva F. Lytton

District Supervisor

Tom Bardwell

From: David Chieng <dchieng@petrastructural.com>
Sent: October 26, 2017 10:50 AM
To: Tom Bardwell; Peter Sarkis
Subject: RE: WC lumber inspecting document

Tom,
The provided grading results are structurally acceptable. I'll work w/ Peter on contacting Andy.
Thank you,
David

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]
Sent: Thursday, October 26, 2017 10:44 AM
To: David Chieng <dchieng@petrastructural.com>
Cc: Peter Sarkis <psarkis@petrastructural.com>
Subject: WC lumber inspecting document

David,

Please see attached hand written letter from Al at West Coast Lumber Inspection for your review. Per our conversation, can you please provide an email or letter approving of this response this morning.
Also, when Peter writes a letter to Andy today, please make sure that you include the inspectors name and company so Andy is aware we are using a qualified lumber inspector.

Thanks,

Tom Bardwell
Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com

Please consider the environment before printing this email and/or any attachments

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 221

Project: Elm Elementary School Reconstruction Project

Date: 11-02-17
Discipline: Architectural

Subject: Lumber for Hold Downs and Hold Down Posts

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
06 1000	Lumber Materials	

QUESTION

May we provide No.1 Free of Heart Kiln Dried lumber for the HD's and HD posts in lieu of the No.1 Grade Douglass Fir?

ANSWER

Response

Proposed structurally acceptable.
PSE - 11/3/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella2f	11/6/2017

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: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 221

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 11-02-17
Discipline: Architectural

Subject: Lumber for Hold Downs and Hold Down Posts

Response Requested By: 11-09-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
06 1000	Lumber Materials	

QUESTION

May we provide No.1 Free of Heart Kiln Dried lumber for the HD's and HD posts in lieu of the No.1 Grade Douglass Fir?

ANSWER

Proposed structurally acceptable.
PSE - 11/03/17

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CONTINGENCY ALLOCATION REQUEST

Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

DSA

135

FIELD TRIP NOTE

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #: 010	Date 2017-12-05	DSA File #: 56-22	DSA App. #: 03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 27 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet Alex Rivera, Project Engineer to Bernards Builders - Contractor

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical and Plumbing) are on hold.
Fire line work is in progress.

C.R. Bldg. 1
Rough framing is near complete for 1st floor.
Rough framing is in progress for 2nd floor.
Structural steel framing is nearly complete, except misc. steel.
Rough electrical and plumbing are in progress.

M.P.R. Bldg. 2
Concrete S.O.G has been completed.
Rough framing has started but on hold due to lack of lumber supply.

Admin. Bldg. 3, Kindergarten Bldg. 4:
Rough framing is in progress.

The "damaged" posts will be replaced with "No damaged" post per Design professionals and the School District letter to DSA. (Post with Hold Down anchors)
This project is under Voluntary Stop Work Request due to the damaged post as indicated by a letter from the School District to DSA (on file) in the area where the problem occurs.
Some of the posts have already been replaced by the "non damaged wood" as verified by P.I.

Parallam with open cut - CCD #12 has been approved by DSA. The work has been completed.

DSA/FLS (Shihfan Huang) is reviewing some inquiries from the P.I. regarding some FLS issues.

DSA
FIELD TRIP NOTE

135

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #:011	Date2018-02-02	DSA File #:56-22	DSA App. #:03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 40 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet also with Roland Krolikowski, Special Inspector on site.

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical and Plumbing) are on hold.
Fire line work is on hold.

C.R. Bldg. 1
Rough framing is near complete for 1st floor. and 2nd floor.
Structural steel framing is complete, except misc. steel. (guard rails and handrails)
Rough electrical and plumbing are in progress.
Fire Sprinkler and Rough Mechanical are in progress.

M.P.R. Bldg. 2
Rough framing is on hold due to Mechanical Equipment changes.
Suggest to MEOR to ensure the changes do not affect the Operating Weight of the equipment to avoid re justification for the structural design (Gravity and Seismic) and delay in construction.

Admin. Bldg. 3, Kindergarten Bldg. 4:
Rough framing is in progress.
Rough electrical and plumbing are in progress.
Fire Sprinkler and Rough Mechanical are in progress.

The "damaged" posts have been replaced with "No damaged" post per Design professionals and the School District letter to DSA. (Post with Hold Down anchors)
This project is under Voluntary Stop Work Request due to the damaged post as indicated by a letter from the School District to DSA (on file) in the area where the problem occurs.

DSA/FLS (Shihfan Huang) has responded to the inquiries from the P.I. regarding some FLS issues.
AOR rep. Tom Bardwell will submit the necessary letter/CCD per the discussion with DSA/FLS.

Review CCD #15 and CCD #16 with the P.I. AOR/SE shall submit individual CCD item and not to "bundle" the item on the CCD.
P.I. to issue Deviation on items constructed without the DSA approved documents to avoid N/C.

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:011	Date: 2018-02-02	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:010	Date: 2017-12-05	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 76 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/5/2018

DESCRIPTION OF WORK

Remove And Replace Posts Dec 2017

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to replace posts.	Abdellatif Enterprises Inc	43,134
Reason: Directed By DSA Field Engineer.		
Requested By: DSA Field Engineer		
Ref: DSA Field Trip Notes		
	Subtotal:	43,134
Contractual Costs		
Overhead 15%		6,470
	Subtotal:	6,470
	Total Change Order Request Amount:	**49,604**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # **21**

DATE: January 9, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with replace posts at owners request for the month of December

Classroom	Qty	Unit	Unit Price	Extension
6x6x20	27		$ 128.68	$ 3,474.36
6x10x16	2		$ 171.52	$ 343.04
6x8x16	1		$ 137.22	$ 137.22
6x6x16	29		$ 102.88	$ 2,983.52
Misc. blades				$ 400.00
Nails				$ 100.00
Material Subtotal				$ 7,438.14
Material Sales Tax				$ 819.69
Freight				$ 350.00
Material Total				$ 8,607.83
Labor (1st Period Apprentice)	66	hour	$ 39.81	$ 2,627.46
Labor (1st Period Apprentice OT)	3	hour	$ 49.27	$ 147.81
Labor (2nd Period Apprentice)	80	hour	$ 46.02	$ 3,681.60
Labor (2nd Period Apprentice OT)	3	hour	$ 57.85	$ 173.55
Labor (6th Period Apprentice)	16	hour	$ 60.48	$ 967.68
Labor (7th Period Apprentice)	14	hour	$ 63.16	$ 884.24
Labor (Journeyman)	244	hour	$ 72.48	$ 17,685.12
Labor (Journeyman OT)	6	hour	$ 96.13	$ 576.78
Labor (Foreman)	20	hour	$ 77.79	$ 1,555.80
Equipment (Gradall)				$ 600.00
Subtotal				$ 37,507.87
Profit & Overhead		15%		$ 5,626.18
Change Order Total				**$ 43,134.05**

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 ● License #662128
Telephone (949) 215-4790 ● Fax (949) 215-4794

[redacted] ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-1-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT CLASSROOMS 2ND FLOOR REMOVE AND REPLACE 6x POST PER DSA REQUEST. GRID LINES-1

☐ No Cost Change X Cost Change

Costs Associated With Ref #

Labor Description:

MANUEL RUANO - 8 HOURS
JOEL ALARCON - 8 HOURS
PABLO ARIAS - 8 HOURS
MANUEL RUANO HERNANDES - 8HOURS

TOTAL HOURS=32

Material Description:

6- 6X6X 20' #1

REPLACED POST #'S
4,5,11,12,13,18 & 19

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-1-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT CLASSROOM BLDG. 2ND FLOOR
INSTALL HARDWARE AND TRIMMERS AFTER INSPECTION.
GRID LINES - 4,7 & 11

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

JUAN CARLOS PERYA - 8 HOURS
RICARDO SERRANO - 8 HOURS
FRANK ZENDEJAS - 8 HOURS

WILLIAM BAILEY - 4 HOURS TOTAL HOURS = 28

Material Description:

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-1-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT ADMIN BLDG
REMOVE AND REPLACE 6X POST PER DSA REQUEST.
GRID LINES - 8 & 6

☐ No Cost Change X Cost Change

Costs Associated With Ref #

Labor Description: WILLIAM BAILEY - 4 HOURS
ALDO VIVAR - 8 HOURS
MIGUEL VALENZUELA - 8 HOURS
RICARDO COBIAN - 8 HOURS
JUAN MEJIA - 8 HOURS
CARLO MORAN - 8 HOURS

TOTAL HOURS = 44

Material Description:

5 - 6X6X20' #1

REPLACED POST #'s
8, 9, 10, 12 & 27

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-2-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT ADMIN BLDG.
REMOVE AND REPLACE 6X POST PER DSA REQUEST.
GRID LINES - 4, 6, 7 & 8

☐ No Cost Change X Cost Change

Costs Associated With Ref #

Labor Description:

ALDO VIVAR — 8 HOURS
MIGUEL VALENZUELA - 8 HOURS
RICARDO COBIAN — 8 HOURS
JUAN MEJIA — 6 HOURS
CARLOS MORAN — 6 HOURS
CECLIO RODRIGUEZ - 3 HOURS

TOTAL HOURS = 39

Material Description:

10 - 6X6X20' #1

REPLACED POST #'s
7, 11, 13, 14, 16, 17, 18, 19, 20 & 21

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/2/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-2-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT CLASSROOM BLDG. 2ND FLOOR
REMOVE & REPLACE 6X POST, ADD TRIMMERS & HARDWARE.
GRID LINES — 1 & K

☐ No Cost Change X Cost Change

Costs Associated With Ref #

Labor Description:

MANUEL RUANO - 8 HOURS
PABLO ARIAS - 8 HOURS
MANUEL RUANO HERNANDES - 8 HOURS
CECLIO RODRIGUEZ - 1 HOUR

TOTAL HOURS = 25

Material Description:

3 - 6X6 X 20' #1

REPLACED POST #'S
1, 3 & 20

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-4-17
Date of Report:
CD No.:

Description of Added Scope of Work: AT CLASSROOM BLDG. 2ND FLOOR REMOVE AND REPLACE 6X POST AND HARDWARE @ GRID LINES - K I AND 1

☐ No Cost Change X Cost Change

Costs Associated With Ref #

Labor Description:

MANUEL RUANO – 8HRS
JOEL ALARCON - 8HRS
PABLO ARIAS - 8HRS
WILLIAM BAILEY - 2 HOURS

TOTAL HOURS=26

Material Description:

3-6X6X20' #1

REPLACED POST #'S 2, 6, 7 & 14

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 12/7/17

Approval Issued By: _____ Signature & Title _____ Name (Printed) _____ Date

✓

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-11-17
Date of Report:
CD No.:

Description of Added Scope of Work: ADMIN BLDG.
REMOVE & REPLACE 6X POST PER DSA REQUEST.
GRID LINE - A

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

JOEL ALARCON - 4 HOURS
WILLIAM BAILEY - 1 HOUR

TOTAL HOURS=5

Material Description:

REPLACED POST #'s 15 & 22

2 - 6x6x16' #1

1 - SKILLSAW BLADE

1 - METAL SAWZALL BLADE

1 - WOOD SAWZALL BLADE

12/26/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-12-17
Date of Report:
CD No.:

Description of Added Scope of Work: ADMIN BLDG.
REMOVE & REPLACE 6X POST PER DSA REQUEST.
GRID LINE - 4

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

MANUEL RUANO HERNANDES - 2 HOURS

MANUEL RUANO - 2 HOURS

WILLIAM BAILEY - 1 HOUR

TOTAL HOURS = 5

Material Description: REPLACED POST #-5

1 - 6X6X16' #1

1 - METAL SAWZALL BLADE

1 - WOOD SAWZALL BLADE

Replacing post's per DSA's & IOR's request.

12/26/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-13-17
Date of Report:
CD No.:

Description of Added Scope of Work: KINDERGARTEN BLDG
REMOVE & REPLACE 6X POST PER DSA REQUEST.
GRID LINES - E & 6

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

PABLO ARIAS – 8 HOURS
MANUEL RUANO – 8 HOURS
JOEL ALARCON – 8 HOURS
MANUEL RUANO HERNANDES – 8 HOURS
WILLIAM BAILEY – 4 HOURS

TOTAL HOURS = 36

Material Description:

8 – 6X6X16' #1

REPLACED POST #'s
1, 2, 3, 4, 5, 6, 7 & 8

2 – SKILLSAW BLADES
4 – METAL SAZUZALL BLADES
4 – WOOD SAWZALL BLADES
Replacing HD posts per DSA & IOR's request.

12/20/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-14-17
Date of Report:
CD No.:

Description of Added Scope of Work: KINDERGARTEN BLDG.
REMOVE & REPLACE 6X POST PER DSA REQUEST.
GRID LINES - 5, 7 & C

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

JOEL ALARCON - 8 HOURS
MANUEL RUANO - 8 HOURS
PABLO ARIAS - 8 HOURS
MANUEL RUANO HERNANDES - 8 HOURS
WILLIAM BAILEY - 3 HOURS

TOTAL HOURS = 35

Material Description:

7 - 6X6X16' #1

1 - SKILLSAW BLADE
4 - METAL SAWZALL BLADES
2 - WOOD SAWZALL BLADES

Replacing HD posts per DSA & IOR's request

REPLACED POST #'s 9, 10, 11, 15, 16, 17 & 18

12/26/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-15-17
Date of Report:
CD No.:

Description of Added Scope of Work: KINDERGARTEN BLDG.
REMOVE & REPLACE 6X POST PER DSA REQUEST AND FINISH HARDWARE AND BLOCKING. GRID LINES-A, 5 & 7

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

PABLO ARIAS – 8 HOURS
MANUEL RUANO – 8 HOURS
JOEL ALARCON – 8 HOURS
MANUEL RUANO HERNANDES – 8 HOURS
WILLIAM BAILEY – 3 HOURS

TOTAL HOURS = 35

Material Description:

REPLACED POST #'S 12 & 13

2 – 6X6X16' #1

2 – SAWZALL BLADES (METAL)

2 – SAWZALL BLADES (WOOD)

Replacing HD posts per DSA & IOR's Requests

12/26/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-18-17
Date of Report:
CD No.:

Description of Added Scope of Work: CLASSROOMS BLDG/SI FLOOR, PREP 6X POST-REMOVING BLOCK & HARDWARE. GRIDLINES - 1, 11, A & B

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

JOEL ALARCON - 9 HOURS
PABLO ARIAS - 9 HOURS
MANUEL RUANO - 9 HOURS
MANUEL RUANO HERNANDES - 9 HOURS

TOTAL HOURS = 36

Material Description:

2 - SKILLSAW BLADES
8 - METAL SAWZALL BLADES
6 - WOOD SAWZALL BLADES

Replacing HD posts per DSA & IOR's Concerns with the wood Checking

12/28/17

Approval Issued By: Signature & Title Name (Printed) Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-19-17
Date of Report:
CD No.:

Description of Added Scope of Work: CLASSROOMS BLDG. 1ST FLOOR; MOBILIZING MATERIAL AND INSTALLATION OF 6X POST PER DSA REQUEST. GRID LINE – 1

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

JOEL ALARCON – 9 HOURS
MANUEL RUANO – 9 HOURS
PABLO ARIAS – 9 HOURS
MANUEL RUANO HERNANDES – 9 HOURS
WILLIAM BAILEY – 3 HOURS

TOTAL HOURS = 39

Material Description:

5 – 6X6X16' #1

1 – SKILL SAW BLADE

1 – 10" BIGFOOT BLADE

GRADALL – 2 HOURS

Replacing posts per DSA & IOR's concerns with the wood checking.

REPLACED POST #'S
1, 13, 12, 14 & 15

12/28/17

Approval Issued By:
Signature & Title Name (Printed) Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-20-17
Date of Report:
CD No.:

Description of Added Scope of Work: CLASSROOMS BLDG. 1ST FLOOR, MOBILIZING MATERIAL AND INSTALLATION OF 6X POST PER DSA REQUEST. GRID LINES – A, B & 11.

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

PABLO ARIAS – 9 HOURS
MANUEL RUANO – 9 HOURS
JOEL ALARCON – 9 HOURS
MANUEL RUANO HERNANDES – 9 HOURS
WILLIAM BAILEY – 3 HOURS

TOTAL HOURS = 39

Material Description:

2-6X6X16' #1
2 6X10X16' #1
1-6X8X16' #1

REPLACED POST #'S 22, 25, 28, 29 & 36

GRADALL – 2 HOURS
Replacing HD Posts per DSA & IOR's concerns with the wood checking. Post(s) #'s 28 & 29 ~~are~~ were changed for the 2nd time

12/28/17

Approval Issued By:
Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-21-17
Date of Report:
CD No.:

Description of Added Scope of Work: CLASSROOMS BLDG 1ST FLOOR INSTALL BLOCKING & HARDWARE AT REPLACED 6X POST. GRID LINES - B & 11.

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

PABLO ARIAS — 4 HOURS
MANUEL RUANO - 4 HOURS

TOTAL HOURS = 8

Material Description:

2 - METAL SAWZALL BLADES

2 - WOOD SAWZALL BLADES

Re-installing hardware & blocking for HP posts that were replaced per DSA & DOR's concerns with wood checking

12/28/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-21-17
Date of Report:
CD No.:

Description of Added Scope of Work: ADMIN BLDG.
REMOVE & REPLACE 6X POST PER DSA REQUEST.
GRID LINE-B

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

JOEL ALARCON - 4 HOURS

MANUEL RUANO - 4 HOURS

WILLIAM BAILEY - 1 HOUR

TOTAL HOURS = 9

Material Description:

REPLACED POST #5
23 & 24

3 - METAL SAWZALL BLADES

3 - WOOD SAWZALL BLADES

GRADALL - 1 HOUR

2 - 6X10X16' #1

Replacing HD Posts per DSA & IOR's concerns with the wood checking

12/28/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: ELM
Project Name:
Project Description:
Issued To: BERNARDS

Report No.:
Date Performed: 12-20-17
Date of Report:
CD No.:

Description of Added Scope of Work: CLASSROOMS BLDG 2ND FLOOR.
REMOVE & REPLACE 6X POST PER DSA REQUEST,
GRID LINE - 3

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

JOEL ALARCON - 5 HOURS

MANUEL RUANO - 5 HOURS

WILLIAM BAILEY - 1 HOUR

TOTAL HOURS = 11

Material Description:

REPLACE POST #'s 200 & 201A

2 - 6X6X16' #1

2 - WOOD SAWZALL BLADES

3 - METAL SAWZALL BLADES

GRADALL - 1 HOUR

1 - SKILLSAW BLADE

Replacing (2) HD Posts @ the classroom building that were tagged by the IOR after the initial survey.

12/28/17

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 1st Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$16.50	$24.75	$8.25	$33.00	$16.50
2.) F.I.C.A	0.077	$1.61	$2.25	$0.63	$2.88	$1.26
3.) Federal Unemployment Tax	0.008	$0.17	$0.23	$0.07	$0.30	$0.13
4.) State Unemployment Tax	0.062	$1.31	$1.82	$0.51	$2.33	$1.02
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$6.93	$6.93	$0.00	$3.93	$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		$0.63	$0.63	$0.00	$0.63	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$39.81	$49.27	$9.46	$55.73	$18.92

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Telephone (949) 215-4790 • Fax (949) 215-4794

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 2nd Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$20.63	$30.95	$10.32	$41.26	$20.63
2.) F.I.C.A	0.077	$1.93	$2.72	$0.79	$3.51	$1.58
3.) Federal Unemployment Tax	0.008	$0.20	$0.28	$0.08	$0.37	$0.17
4.) State Unemployment Tax	0.062	$1.56	$2.20	$0.64	$2.84	$1.28
5.) Health & Welfare Fund		$7.10	$7.10	$0.00	$7.10	$0.00
6.) Pension Fund		$0.00	$0.00	$0.00	$0.00	$0.00
7.) Vacation Fund		$3.00	$3.00	$0.00	$3.00	$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		$8.28	$8.28	$0.00	$8.28	$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		$0.76	$0.76	$0.00	$0.76	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$46.02	$57.85	$11.83	$69.68	$23.65

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Trade: Carpenter

Address: 26071 Merit Circle, Suite 114
Laguna Hills, CA 92653
Local Union No.: 409
Classification: 6th Period Apprentice

Telephone: (949) 215-4790
Effective Date: 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$30.94	$46.41	$15.47	$61.88	$30.94
2.) F.I.C.A	0.077	$2.80	$3.98	$1.18	$5.16	$2.37
3.) Federal Unemployment Tax	0.008	$0.29	$0.42	$0.12	$0.54	$0.25
4.) State Unemployment Tax	0.062	$2.27	$3.22	$0.96	$4.18	$1.92
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		$4.52	$4.52	$0.00	$4.52	$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		$1.10	$1.10	$0.00	$1.10	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$60.48	$78.22	$17.74	$95.96	$35.48
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$60.48	$78.22	$17.74	$95.96	$35.48

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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** 7th Period Apprentice

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$33.00	$49.50	$16.50	$66.00	$33.00
2.) F.I.C.A	0.077	$2.95	$4.22	$1.26	$5.48	$2.52
3.) Federal Unemployment Tax	0.008	$0.31	$0.44	$0.13	$0.57	$0.26
4.) State Unemployment Tax	0.062	$2.39	$3.42	$1.02	$4.44	$2.05
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		$4.78	$4.78	$0.00	$4.78	$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		$1.16	$1.16	$0.00	$1.16	$0.00
15.) Other: Joint Apprenticeship / Training		$0.96	$0.96	$0.00	$0.96	$0.00
BASE CHARGES PER HOUR:		$63.16	$82.08	$18.92	$101.00	$37.84
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$63.16	$82.08	$18.92	$101.00	$37.84

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

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REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 205

Project: Elm Elementary School Reconstruction Project

Date: 10-25-17
Discipline: Structural

Subject: HD Lumber Checking

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. SE Observation Report 200 rev. & West Coast Grading Dressing Rules

Please provide a new specification requirement for "checking" at of the select structural Hold Down post. Per Petra Structural Observation 10-17-2017 (Revised) - "At seven locations where checks are noted along the hold-down bolt lines in the shear wall posts, replace the post". Please provide a measurable tolerance for "checking" to determine what is acceptable on the project.

ANSWER

Response

- Finish up the replacement of the 7 posts that was directed to be replaced.
- Give a criteria to the IOR. We recommend to replace shearwalls posts only if they have check deeper than 1" along the entire length, and the check is continuous along the entire line of holddown bolts terminating at a point more than4" above the uppermost bolt.

Tom Bardwell- SVA Architects -10/26/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella; f	10/27/2017

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: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 205

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-25-17
Discipline: Structural

Subject: HD Lumber Checking

Response Requested By: 10-26-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. SE Observation Report 200 rev. & West Coast Grading Dressing Rules

Please provide a new specification requirement for "checking" at of the select structural Hold Down post. Per Petra Structural Observation 10-17-2017 (Revised) - "At seven locations where checks are noted along the hold-down bolt lines in the shear wall posts, replace the post". Please provide a measurable tolerance for "checking" to determine what is acceptable on the project.

ANSWER

- Finish up the replacement of the 7 posts that was directed to be replaced.
- Give a criteria to the IOR. We recommend to replace shearwalls posts only if they have check deeper than 1" along the entire length, and the check is continuous along the entire line of holddown bolts terminating at a point more than 4" above the uppermost bolt.

Response Provided By:	Tom Bardwell	SVA Architects	10/26/17
	Name	Company	Date

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards

WEST COAST LUMBER INSPECTION BUREAU

I looked at the four Posts in question. The visible Seasoning Checks were not in excess of that allowed for this grade of #1 DF

Supervisor - Signature Oct 24, 2017

WEST COAST LUMBER INSPECTION BUREAU

AL LYTTON
DISTRICT SUPERVISOR

MAIN OFFICE:
P.O. BOX 23145
PORTLAND, OR 97281-3145
FAX: (503) 684-8928
(503) 639-0651
www.wclib.org

LOCAL OFFICE:
FOUNTAIN VALLEY, CA 92728
FAX: (714) 965-6960
(714) 813-4161
alytton@wclib.org

1. Splits are defined as a continuous separation of fiber at the ends that extend completely through the piece going from face to face.
2. Seasoning checks are defined as a separation in the wood normally occurring across or through the rings of the annual growth and usually as a result of the seasoning.
3. Seasoning Checks are simply part of the drying process. As the lumber get larger by volume the Seasoning Checks get larger. This is because the inside of the piece of lumber leeches ou the moisture at the slower rate than the outside. This causes the outside to shrink faster. Seasoning Checks are taken into account when the strength values are determined.

If you have any further questions please contact me at (714) 813-4161 or at:

alytton@socal.rr.com

Respectfully,

Alva F. Lytton

District Supervisor

Tom Bardwell

From: David Chieng <dchieng@petrastructural.com>
Sent: October 26, 2017 10:50 AM
To: Tom Bardwell; Peter Sarkis
Subject: RE: WC lumber inspecting document

Tom,
The provided grading results are structurally acceptable. I'll work w/ Peter on contacting Andy.
Thank you,
David

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]
Sent: Thursday, October 26, 2017 10:44 AM
To: David Chieng <dchieng@petrastructural.com>
Cc: Peter Sarkis <psarkis@petrastructural.com>
Subject: WC lumber inspecting document

David,

Please see attached hand written letter from Al at West Coast Lumber Inspection for your review. Per our conversation, can you please provide an email or letter approving of this response this morning.
Also, when Peter writes a letter to Andy today, please make sure that you include the inspectors name and company so Andy is aware we are using a qualified lumber inspector.

Thanks,

Tom Bardwell
Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com

Please consider the environment before printing this email and/or any attachments

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 221

Project: Elm Elementary School Reconstruction Project

Date: 11-02-17
Discipline: Architectural

Subject: Lumber for Hold Downs and Hold Down Posts

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
06 1000	Lumber Materials	

QUESTION

May we provide No.1 Free of Heart Kiln Dried lumber for the HD's and HD posts in lieu of the No.1 Grade Douglass Fir?

ANSWER

Response

Proposed structurally acceptable.
PSE - 11/3/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella2f	11/6/2017

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: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 221

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 11-02-17
Discipline: Architectural

Subject: Lumber for Hold Downs and Hold Down Posts

Response Requested By: 11-09-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
06 1000	Lumber Materials	

QUESTION

May we provide No.1 Free of Heart Kiln Dried lumber for the HD's and HD posts in lieu of the No.1 Grade Douglass Fir?

ANSWER

Proposed structurally acceptable.
PSE - 11/03/17

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CONTINGENCY ALLOCATION REQUEST

Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

DSA

135

FIELD TRIP NOTE

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #: 010	Date 2017-12-05	DSA File #: 56-22	DSA App. #: 03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 27 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet Alex Rivera, Project Engineer to Bernards Builders - Contractor

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical and Plumbing) are on hold.
Fire line work is in progress.

C.R. Bldg. 1
Rough framing is near complete for 1st floor.
Rough framing is in progress for 2nd floor.
Structural steel framing is nearly complete, except misc. steel.
Rough electrical and plumbing are in progress.

M.P.R. Bldg. 2
Concrete S.O.G has been completed.
Rough framing has started but on hold due to lack of lumber supply.

Admin. Bldg. 3, Kindergarten Bldg. 4:
Rough framing is in progress.

The "damaged" posts will be replaced with "No damaged" post per Design professionals and the School District letter to DSA. (Post with Hold Down anchors)
This project is under Voluntary Stop Work Request due to the damaged post as indicated by a letter from the School District to DSA (on file) in the area where the problem occurs.
Some of the posts have already been replaced by the "non damaged wood" as verified by P.I.

Parallam with open cut - CCD #12 has been approved by DSA. The work has been completed.

DSA/FLS (Shihfan Huang) is reviewing some inquiries from the P.I. regarding some FLS issues.

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:010	Date: 2017-12-05	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):

DSA
FIELD TRIP NOTE

135

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #:011	Date2018-02-02	DSA File #:56-22	DSA App. #:03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 40 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet also with Roland Krolikowski, Special Inspector on site.

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical and Plumbing) are on hold.
Fire line work is on hold.

C.R. Bldg. 1
Rough framing is near complete for 1st floor. and 2nd floor.
Structural steel framing is complete, except misc. steel. (guard rails and handrails)
Rough electrical and plumbing are in progress.
Fire Sprinkler and Rough Mechanical are in progress.

M.P.R. Bldg. 2
Rough framing is on hold due to Mechanical Equipment changes.
Suggest to MEOR to ensure the changes do not affect the Operating Weight of the equipment to avoid re justification for the structural design (Gravity and Seismic) and delay in construction.

Admin. Bldg. 3, Kindergarten Bldg. 4:
Rough framing is in progress.
Rough electrical and plumbing are in progress.
Fire Sprinkler and Rough Mechanical are in progress.

The "damaged" posts have been replaced with "No damaged" post per Design professionals and the School District letter to DSA. (Post with Hold Down anchors)
This project is under Voluntary Stop Work Request due to the damaged post as indicated by a letter from the School District to DSA (on file) in the area where the problem occurs.

DSA/FLS (Shihfan Huang) has responded to the inquiries from the P.I. regarding some FLS issues.
AOR rep. Tom Bardwell will submit the necessary letter/CCD per the discussion with DSA/FLS.

Review CCD #15 and CCD #16 with the P.I. AOR/SE shall submit individual CCD item and not to "bundle" the item on the CCD.
P.I. to issue Deviation on items constructed without the DSA approved documents to avoid N/C.

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:011	Date: 2018-02-02	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 199 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/6/2018

DESCRIPTION OF WORK

ACSS RFI 158

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to fabricate ridge post per RFI 158. Reason: Requested in RFI 158. Requested By: SVA Archtects Ref: RFI 158	Anderson Charnesky Structural Steel Inc	6,493
	Subtotal:	6,493
Contractual Costs		
Overhead 15%		974
	Subtotal:	974
	Total Change Order Request Amount:	**7,467**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Anderson Charnesky Structural Steel, Inc.

Members of The American Subcontractors Association, Inc.

CHANGE ORDER REQUEST

Project Name: **Elm Street Elementary School Reconstruction** C.O.R. No.: **9**
Project No.: **1636** ACSS JOB No.: **551117**
Contract with: **Bernards** Date: **December 15, 2017**

Description of Change: **Field work per RFI #158R - Ridge post fabrication**
Work Report No. 1972 and 1973

Labor

TYPE	HOURS	RATE	AMOUNT
Apprentice	12	$ 76.28	$ 915.37
Journeyman	12	$ 82.20	$ 986.37
Foreman	12	$ 87.37	$ 1,048.46
Detailing	8	$ 79.00	$ 632.00
Shop	5	$ 65.00	$ 325.00
Delivery	1	$ 520.00	$ 520.00
Sub Pay	3	$ 25.00	$ 75.00
Sub Total			$ 4,502.21
Travel/Subs.			$ -
Total			$ 4,502.21

Equipment

TYPE	HOURS	RATE	AMOUNT
Welding Mach.		$ 55.00	$ -
Rigging Truck	12	$ 48.00	$ 576.00
Torch		$ -	$ -
Roto Hammer		$ -	$ -
Magnetic Drill		$ -	$ -
Zoom Boom		$ 375.00	$ -
Scissor Lift		$ -	$ -
Crane		$ -	$ -
Sub Total			$ 576.00
Fuel Surcharge @ 6%			$ -
Total			$ 576.00

Material

TYPE	QTY.	PRICE	AMOUNT
Steel	1	$ 568.00	$ 568.00
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
Sub Total			$ 568.00
Sales Tax			$ -
Total			$ 568.00

Deductive Costs

TYPE	HRS/QTY	RATE	AMOUNT
Field Time		$ -	$ -
Laborer		$ -	$ -
All		$ -	$ -
Material		$ -	$ -
Equipment		$ -	$ -
Delivery		$ -	$ -
Sub Total			$ -
Mark-up @ 5%			$ -
Total			$ -

Subcontractors

TYPE	QTY.	RATE	AMOUNT
Field Time		$ -	$ -
Laborer		$ -	$ -
All		$ -	$ -
Material		$ -	$ -
Equipment		$ -	$ -
Mark-up		$ -	$ -
Sub Total			$ -

Requested Amount

1. Labor Total	$	4,502.21
2. Equipment Total	$	576.00
3. Material Total	$	568.00
4. Deductive Cost Total	$	-
5. Subcontractors Total	$	-
Sub Total (Items 1-5)	*$*	*5,646.21*
Mark-up	$	846.93
Bond	$	-

Total Request Amount for Change Order No. 9 (rounded to the nearest dollar) $ 6,493.00

This change order Pricing will be honored for thirty (30) business days; within this time the Owner or General Contractor, shall submit in writing to Anderson Charnesky Structural Steel, Inc. a written Directive Request to "Proceed" for the issuance of a formal Change Order for the Work described within.

Anderson Charnesky Structural Steel, Inc. will not proceed nor order any materials required for this Work until a written notice to proceed has been received.

All changes, additions or deletions in the Work ordered in writing by the Owner or General Contractor shall be deemed to be a part of the Work and shall be performed and furnished in accordance with all the terms and provisions of the Subcontract Documents. All Change Order Work performed by Anderson Charnesky Structural Steel, Inc. will be invoiced and paid along with the contractual work.

353 Risco Circle, Beaumont, CA 92223 T: 951-769-5700 F: 951-769-5701 CA Lic. No. 483440

№ 1972

ANDERSON CHARNESKY STRUCTURAL STEEL, INC.
353 Risco Circle, Beaumont, CA 92223
T: 951-769-5700 F: 951-769-5701
CA License #483440 DIR #100005429

Daily Work Report * Extra Work Order

Contractor: BERNARDS Project No.: 5511
By and Title: GREG KEARNEY FOREMAN Project Name: ELM ST. ELEMENTARY
Reference: RIDGE POST FABRICATION Date: 11-29-17 Day: S M T (W) Th F S
Shift Time: 7:00 am/pm to 3:00 am/(pm) Climate: Sunny

MANPOWER ON THE PROJECT:

Classification	NAME	HRS.
F	GREG KEARNEY	8
A	TRAVIS KEARNEY	8
J	RAFAEL NAVARRO	8

Classification	NAME	HRS.

EQUIPMENT ON THE PROJECT:

QTY. & TYPE	HRS.
RIGGING TRUCK	8

MATERIALS RECEIVED TODAY

TYPE	QTY.
(8') 5" PIPE	4
9"X12" PLATE	10
12"X1'6 PLATE	2

DESCRIPTION OF WORK PERFORMED (Example: Building #, Locations, Linear Footage, Cubic Yard, Etc.)

BUILD RIDGE POST (WELD) (MAG DRILL PLATES) (CUT PLATES TO SIZE) (ADD BUCKETS - SUPPLIED BY BERNARDS)

3 TOTAL

Notes: PER RFI-158R

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/1/17

Contractor Name/Title: _____ Signature: _____

Daily Safety Inspection of Work Area Made? Yes ☒ No ☐

Employee Injury Reported? Yes ☐ No ☒ If yes, attach injury report.

№ 1973

ANDERSON CHARNESKY STRUCTURAL STEEL, INC.
353 Risco Circle, Beaumont, CA 92223
T: 951-769-5700 F: 951-769-5701
CA License #483440 DIR #100005429

Daily Work Report - Extra Work Order

Contractor: Bernards
By and Title: Greg Keasby Foreman
Reference: Ridge Post Fabrication
Shift Time: 8:00 am/pm to 12:00 am/pm

Project No.: 5511
Project Name: Elm St. Elementary
Date: 11-30-17 Day: S M T W Th F S
Climate: Sunny

MANPOWER ON THE PROJECT:

Classification	NAME	HRS.
F	Greg Keasby	4
A	Travis Keasby	4
J	Rafael Navarro	4

Classification	NAME	HRS.

EQUIPMENT ON THE PROJECT:

QTY. & TYPE	HRS.
Fabbing Truck	4

MATERIALS RECEIVED TODAY

TYPE	QTY.

DESCRIPTION OF WORK PERFORMED (Example: Building #, Locations, Linear Footage, Cubic Yard, Etc.)

Complete Fabrication of Ridge Posts
Weld, Mag Drill holes, Add plate

Notes: PER RFI - 158R

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: Signature:
Print Name:
Date: 12/1/17

Contractor Name/Title: _____ Signature: _____

Daily Safety Inspection of Work Area Made? Yes ☒ No ☐

Employee Injury Reported? Yes ☐ No ☒ If yes, attach injury report.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
1	ITEM	QTY	DESCRIPTION	W/F	LTH	C/W	DHR	FM	SHR	EHR	EQP	FRT	SPTOT	TOTL	TOTW	MSCT	GCST	PCST	MSubT	TAX	MTOT	DCST	FCST	SCST	LCST	ECST	ToTLC	TOTAL
2												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
3		4	5" pipe	16	8	0.70	8		3			516	516	32	512	358		15.36	374	34	407	600	0	195	20	0	815	1739
4		10	3/8x9x12	12	1	0.63			1			2	2	10	120	76		3.6	79	7	86	0	0	53	5	0	58	147
5		2	plates	24	1	0.63						1	1	2	48	30		1.44	32	3	35	0	0	0	2	0	2	37
6		4	caps	4	1	0.63			1			0	0	4	16	10		0.48	11	1	12	0	0	53	1	0	54	65
7												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
8												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
9												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
10												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
11												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
12												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
13												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
14												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
15												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
16												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
17												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
18												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
19												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
20												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
21												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
22												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
23												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
24												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
25												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
26												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
27												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
28												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
29												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
30												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
31												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
32												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
33												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
34												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
35					11		8	0	5	0	0	520	520	48	696	474	0	20.88	495	45	540	600	0	301	28	0	929	1988

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	**Trade:**	Steel
Date:	7/20/2017	**Classification:**	Iron Worker - Apprentice
Project:	Elm Street Elementary Res.		
Rate Effective Through:	July 31, 2017	**Union :** [X]	**Non Union:** [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 34.20	$ 51.30	$ 68.40
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	**$ 38.20**	**$ 55.30**	**$ 72.40**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.12	$ 3.18	$ 4.24
Medicare	$ 0.50	$ 0.74	$ 0.99
FUI	$ 2.12	$ 3.18	$ 4.24
SUI	$ 0.30	$ 0.45	$ 0.60
Workers Compensation Insurance	$ 9.92	$ 9.92	$ 9.92
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 14.96**	**$ 17.47**	**$ 19.99**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 9.99	$ 9.99	$ 9.99
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	**$ 23.13**	**$ 20.26**	**$ 20.26**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 76.28**	**$ 93.03**	**$ 112.65**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	**Trade:**	Steel
Date:	7/20/2017	**Classification:**	Iron Worker - Journeyman
Project:	Elm Street Elementary Res.		
Rate Effective Through:	July 31, 2017	**Union :** [X]	**Non Union:** [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 36.00	$ 54.00	$ 72.00
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	**$ 40.00**	**$ 58.00**	**$ 76.00**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.23	$ 3.35	$ 4.46
Medicare	$ 0.52	$ 0.78	$ 1.04
FUI	$ 2.23	$ 3.35	$ 4.46
SUI	$ 0.32	$ 0.48	$ 0.63
Workers Compensation Insurance	$ 10.44	$ 10.44	$ 10.44
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 15.74**	**$ 18.39**	**$ 21.05**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 13.32	$ 13.32	$ 13.32
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	**$ 26.46**	**$ 23.59**	**$ 23.59**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 82.20**	**$ 99.98**	**$ 120.64**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS - MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	**Trade:**	Steel
Date:	7/20/2017	**Classification:**	Iron Worker - Foreman
Project:	Elm Street Elementary Res.		
Rate Effective Through:	July 31, 2017	**Union :** [X]	**Non Union:** [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 39.60	$ 59.40	$ 79.20
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	**$ 43.60**	**$ 63.40**	**$ 83.20**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.46	$ 3.68	$ 4.91
Medicare	$ 0.57	$ 0.86	$ 1.15
FUI	$ 2.46	$ 3.68	$ 4.91
SUI	$ 0.35	$ 0.52	$ 0.70
Workers Compensation Insurance	$ 11.48	$ 11.48	$ 11.48
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 17.32**	**$ 20.23**	**$ 23.15**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 13.32	$ 13.32	$ 13.32
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	**$ 26.46**	**$ 23.59**	**$ 23.59**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 87.37**	**$ 107.22**	**$ 129.94**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 158

Project: Elm Elementary School Reconstruction Project

Date: 09-22-17
Discipline: Structural

Subject: Kindergarten Bldg. 4 Roof Framing Plan

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. S-142 (See attached marked up plans)

1. Please verify that the wall on gridline 6 between C and B.5 will need to be accommodate the 6x6 post.

2a. Please verify that the support posts under the roof ridges and valleys are typically 6x6 with 5/S-602 as the typical details at those locations.

2b. Please verify that 5" dia pipe posts are not required.

ANSWER

Responses

1. Structurally confirmed.
2a. Structurally confirmed.
2b. Structurally confirmed.

PSE-09/25/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella4f	9/25/2017
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	9/25/2017

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 158

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 09-22-17
Discipline: Structural

Subject: Kindergarten Bldg. 4 Roof Framing Plan

Response Requested By: 09-29-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-142		

QUESTION

Ref. S-142 (See attached marked up plans)

1. Please verify that the wall on gridline 6 between C and B.5 will need to be accommodate the 6x6 post.

2a. Please verify that the support posts under the roof ridges and valleys are typically 6x6 with 5/S-602 as the typical details at those locations.

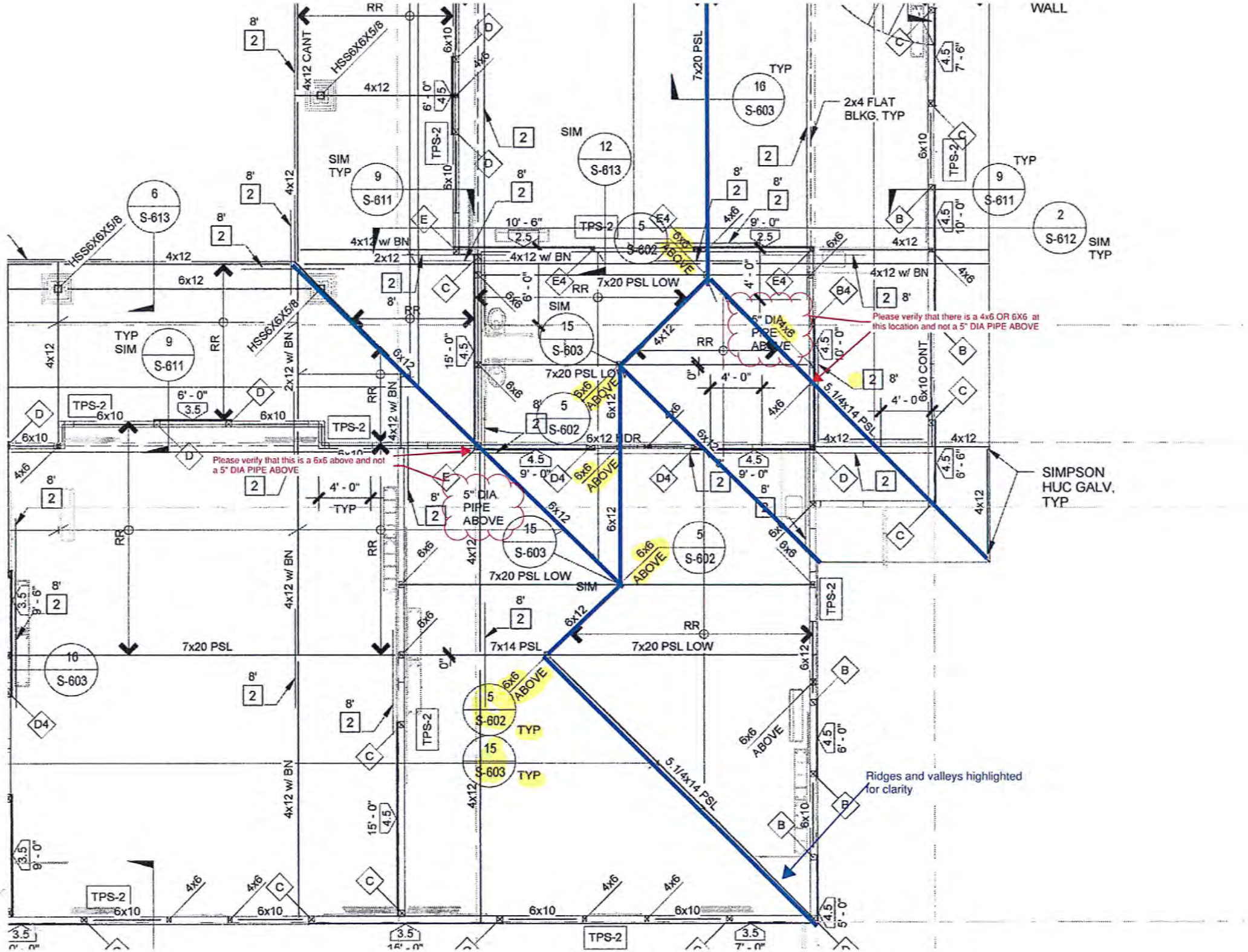
2b. Please verify that 5" dia pipe posts are not required.

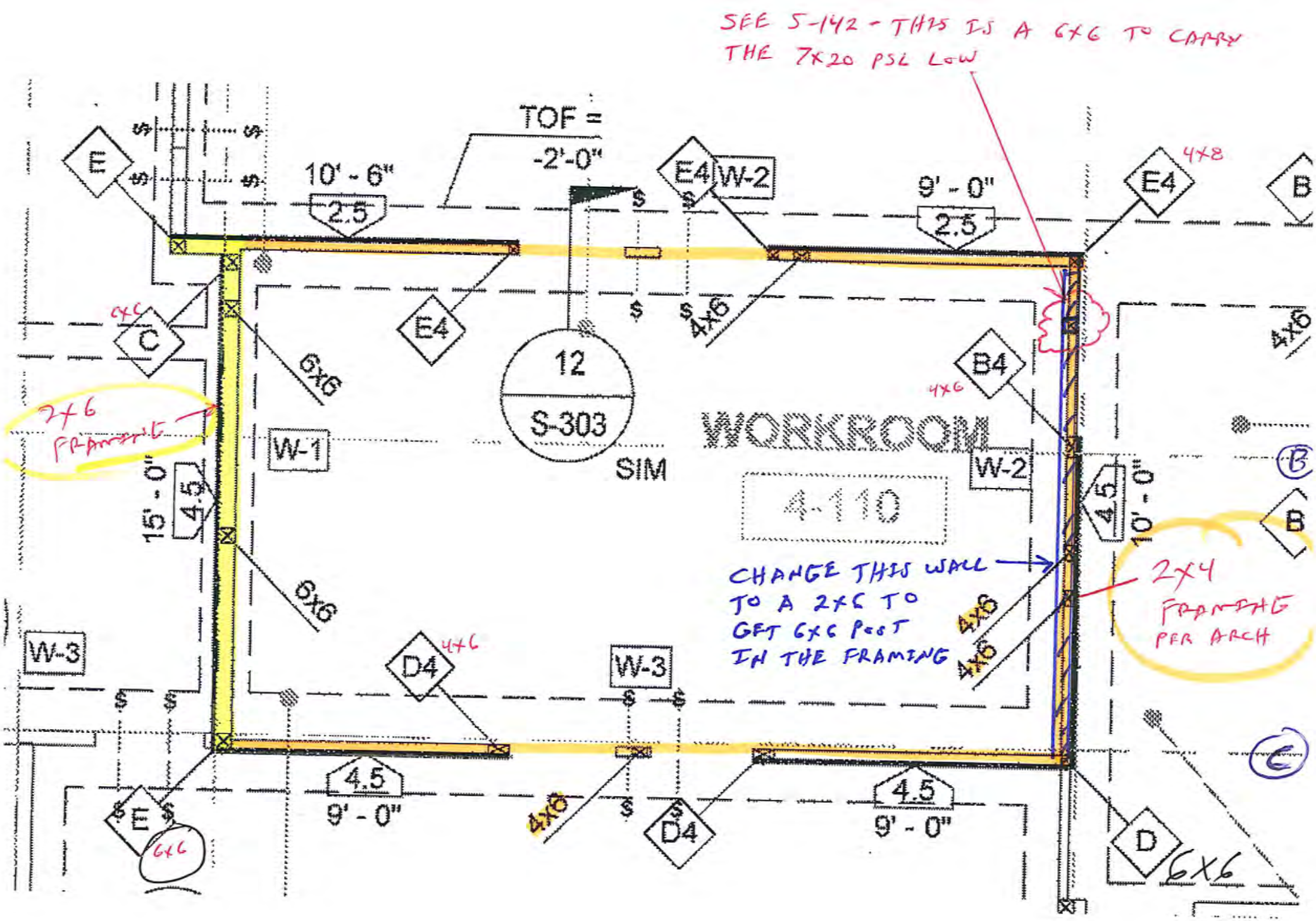
ANSWER

1. Structurally confirmed.
2a. Structurally confirmed.
2b. Structurally confirmed.
PSE-09/25/17

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards


WALL
2x4 FLAT BLKG, TYP
Please verify that there is a 4x6 OR 6X6 at this location and not a 5" DIA PIPE ABOVE
Please verify that this is a 6x6 above and not a 5" DIA PIPE ABOVE
5" DIA PIPE ABOVE
SIMPSON HUC GALV, TYP
Ridges and valleys highlighted for clarity
7x20 PSL LOW
7x20 PSL
7x14 PSL
5.1/4x14 PSL
6x6 ABOVE
4x12 w/ BN
6x12 HDR
6x10 CONT
4x12 CANT
HSS6X6X5/8
TPS-2
SIM
TYP
S-611
S-612
S-613
S-602
S-603


SEE S-142 - THIS IS A 6X6 TO CARRY THE 7X20 PSL LOW
TOF = -2'-0"
10' - 6"
2.5
9' - 0"
2.5
E
E4
W-2
E4
4X8
B
C
6X6
E4
4X6
12
S-303
SIM
B4
4X6
WORKROOM
4-110
W-1
W-2
2X6 FRAMING
15' - 0"
4.5
4.5
10' - 0"
B
B
CHANGE THIS WALL TO A 2X6 TO GET 6X6 POST IN THE FRAMING
2X4 FRAMING PER ARCH
6X6
4X6
4X6
W-3
D4
4X6
W-3
4.5
9' - 0"
4X6
D4
4.5
9' - 0"
E
6X6
D
6X6
C

KINDER
S-141

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 203 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/6/2018

DESCRIPTION OF WORK

ACSS RFI 324 and 173

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to weld 5 buckets per RFI 324 and plug weld anchor bolts at north restroom per RFI 173. Reason: Requested by SVA Architects Requested By: SVA Architects Ref: RFI 324, 173	Anderson Charnesky Structural Steel Inc	1,480
	Subtotal:	1,480
Contractual Costs		
Overhead 15%		222
	Subtotal:	222
	Total Change Order Request Amount:	**1,702**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Anderson Charnesky Structural Steel, Inc.

Members of The American Subcontractors Association, Inc.

CHANGE ORDER REQUEST

Project Name: **Elm Street Elementary School Reconstruction**
Project No.: **1636**
Contract with: **Bernards**

C.O.R. No.: **13**
ACSS JOB No.: **551117**
Date: **February 13, 2018**

Description of Change: **Field work per RFI #324**
Work Report No. 2001

Labor

TYPE	HOURS	RATE	AMOUNT
Apprentice	6	$ 77.65	$ 465.90
Journeyman		$ 83.64	$ -
Foreman	6	$ 88.81	$ 532.86
Detailing		$ 79.00	$ -
Shop		$ 65.00	$ -
Delivery		$ 520.00	$ -
Sub Pay		$ 25.00	$ -
Sub Total			$ 998.76
Travel/Subs.			$ -
Total			$ 998.76

Equipment

TYPE	HOURS	RATE	AMOUNT
Welding Mach.		$ 55.00	$ -
Rigging Truck	6	$ 48.00	$ 288.00
Torch		$ -	$ -
Roto Hammer		$ -	$ -
Magnetic Drill		$ -	$ -
Zoom Boom		$ 375.00	$ -
Scissor Lift		$ -	$ -
Crane		$ -	$ -
Sub Total			$ 288.00
Fuel Surcharge @ 6%			$ -
Total			$ 288.00

Material

TYPE	QTY.	PRICE	AMOUNT
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
Sub Total			$ -
Sales Tax			$ -
Total			$ -

Deductive Costs

TYPE	HRS/QTY	RATE	AMOUNT
Field Time		$ -	$ -
Laborer		$ -	$ -
All		$ -	$ -
Material		$ -	$ -
Equipment		$ -	$ -
Delivery		$ -	$ -
Sub Total			$ -
Mark-up @ 5%			$ -
Total			$ -

Subcontractors

TYPE	QTY.	RATE	AMOUNT
Field Time		$ -	$ -
Laborer		$ -	$ -
All		$ -	$ -
Material		$ -	$ -
Equipment		$ -	$ -
Mark-up		$ -	$ -
Sub Total			$ -

Requested Amount

1. Labor Total	$ 998.76
2. Equipment Total	$ 288.00
3. Material Total	$ -
4. Deductive Cost Total	$ -
5. Subcontractors Total	$ -
Sub Total (Items 1-5)	*$ 1,286.76*
Mark-up	$ 193.01
Bond	$ -

Total Request Amount for Change Order No. 13 (rounded to the nearest dollar) $ 1,480.00

This change order Pricing will be honored for thirty (30) business days; within this time the Owner or General Contractor, shall submit in writing to Anderson Charnesky Structural Steel, Inc. a written Directive Request to "Proceed" for the issuance of a formal Change Order for the Work described within.

Anderson Charnesky Structural Steel, Inc. will not proceed nor order any materials required for this Work until a written notice to proceed has been received.

All changes, additions or deletions in the Work ordered in writing by the Owner or General Contractor shall be deemed to be a part of the Work and shall be performed and furnished in accordance with all the terms and provisions of the Subcontract Documents. All Change Order Work performed by Anderson Charnesky Structural Steel, Inc. will be invoiced and paid along with the contractual work.

№ 2001

ACSS
ANDERSON CHARNESKY STRUCTURAL STEEL, INC.

353 Risco Circle, Beaumont, CA 92223
T: 951-769-5700 F: 951-769-5701

CA License #483440 DIR #100005429

Daily Work Report - Extra Work Order

Contractor: Bernards Bro Inc. Project No.: 5511

By and Title: Project Name: Elm Street Elementary School

Reference: Date: 1/30/18 Day: S M T W Th F S

Shift Time: 7:00 am/pm to 1:00 am/pm Climate:

MANPOWER ON THE PROJECT:

Classification	NAME	HRS.
F	Savonn Hang	6
A	Tyler Keaggy	6

Classification	NAME	HRS.

EQUIPMENT ON THE PROJECT:

QTY. & TYPE	HRS.
Rig Truck	

MATERIALS RECEIVED TODAY

TYPE	QTY.

DESCRIPTION OF WORK PERFORMED (Example: Building #, Locations, Linear Footage, Cubic Yard, Etc.)

Weld Total of 5 buckets on second floor between stair 2 & 3. Continue north restroom plug weldng nuts to all threads.

PER 324

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 1/31/18

Notes:

Contractor Name/Title: Signature:

Daily Safety Inspection of Work Area Made? Yes ☑ No ☐

Employee Injury Reported? Yes ☐ No ☑ If yes, attach injury report.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	Trade:	Steel
Date:	1/15/2018	Classification:	Iron Worker - Apprentice
Project:	Elm Street Elementary Res.		
Rate Effective Through:	January 1, 2018	Union : [X]	Non Union: [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 35.15	$ 52.73	$ 70.30
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	$ 39.15	$ 56.73	$ 74.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.18	$ 3.27	$ 4.36
Medicare	$ 0.51	$ 0.76	$ 1.02
FUI	$ 2.18	$ 3.27	$ 4.36
SUI	$ 0.31	$ 0.46	$ 0.62
Workers Compensation Insurance	$ 10.19	$ 10.19	$ 10.19
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 15.37	$ 17.96	$ 20.55
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 9.99	$ 9.99	$ 9.99
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	$ 23.13	$ 23.13	$ 23.13
TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 77.65	$ 97.81	$ 117.97

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	Trade:	Steel
Date:	1/15/2018	Classification:	Iron Worker - Journeyman
Project:	Elm Street Elementary Res.		
Rate Effective Through:	January 1, 2018	Union : [X]	Non Union: [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 37.00	$ 55.50	$ 74.00
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	$ 41.00	$ 59.50	$ 78.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.29	$ 3.44	$ 4.59
Medicare	$ 0.54	$ 0.80	$ 1.07
FUI	$ 2.29	$ 3.44	$ 4.59
SUI	$ 0.33	$ 0.49	$ 0.65
Workers Compensation Insurance	$ 10.73	$ 10.73	$ 10.73
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 16.18	$ 18.91	$ 21.63
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 13.32	$ 13.32	$ 13.32
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	$ 26.46	$ 26.46	$ 26.46
TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 83.64	$ 104.86	$ 126.09

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	Trade:	Steel
Date:	1/15/2018	Classification:	Iron Worker - Foreman
Project:	Elm Street Elementary Res.		
Rate Effective Through:	January 1, 2018	Union : [X]	Non Union: [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 40.60	$ 60.90	$ 81.20
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	$ 44.60	$ 64.90	$ 85.20
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.52	$ 3.78	$ 5.03
Medicare	$ 0.59	$ 0.88	$ 1.18
FUI	$ 2.52	$ 3.78	$ 5.03
SUI	$ 0.36	$ 0.54	$ 0.71
Workers Compensation Insurance	$ 11.77	$ 11.77	$ 11.77
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 17.75	$ 20.74	$ 23.73
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 13.32	$ 13.32	$ 13.32
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	$ 26.46	$ 26.46	$ 26.46
TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 88.81	$ 112.10	$ 135.39

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 173

Project: Elm Elementary School Reconstruction Project

Date: 10-06-17
Discipline: Structural

Subject: Short Threaded Stud Issue

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. Feild Condition - Photo-Short Thread Stud

Per our conversation with Peter Sarkis, regarding the field condition of the threaded studs on the classroom HSS columns, studs are slightly short. (see attached photo). It will be acceptable to fill the end of the stud with a weld. Please confirm.

ANSWER

Response

Proposed structurally acceptable.
PSE -10/16/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Craig Scott	10/17/2017

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 173

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-06-17
Discipline: Structural

Subject: Short Threaded Stud Issue

Response Requested By: 10-13-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. Feild Condition - Photo-Short Thread Stud

Per our conversation with Peter Sarkis, regarding the field condition of the threaded studs on the classroom HSS columns, studs are slightly short. (see attached photo). It will be acceptable to fill the end of the stud with a weld. Please confirm.

ANSWER

Proposed structurally acceptable.
PSE-10/16/17

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards

PLUG WELD SHORT
THREAD
TYP.

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 324

Project: Elm Elementary School Reconstruction Project

Date: 01-22-18
Discipline: Structural

Subject: HUCQ Hangers for 6x Beams - Classroom Building

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-113		

QUESTION

Please confirm that per the attached sketches and emails:
1) it is acceptable to use HUCQ hangers to install the 6x beams
2) it is acceptable to weld the HUCQ hangers to the face of the HSS columns at the highlighted locations.

ANSWER

1 & 2) Structurally acceptable.
PSE-01/22/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	1/26/2018
Abdellatif Enterprises Inc	Hazem Abdella1f	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: Steve Johnson - Bernards
Submitted By: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 324

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 01-22-18
Discipline: Structural

Subject: HUCQ Hangers for 6x Beams - Classroom Building

Response Requested By: 01-29-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-113		

QUESTION

Please confirm that per the attached sketches and emails:
1) it is acceptable to use HUCQ hangers to install the 6x beams
2) it is acceptable to weld the HUCQ hangers to the face of the HSS columns at the highlighted locations

ANSWER

1 & 2) Structurally acceptable.
PSE-01/22/18

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Steve Johnson - Bernards
Submitted By: Alex Rivera - Bernards

INSTALL 6x BEAM AT ELEVATION OF DROP CEILING.
INSTALL 2x CRIPPLES UP TO BOTTOM OF RAFTERS

HUCQ

Heavy-Duty Joist Hanger

The HUCQ series are heavy-duty joist hangers that incorporate Simpson Strong-Tie® Strong-Drive® SDS Heavy-Duty Connector screws. Designed and tested for installation at the end of a beam or on a post, they provide a strong connection with fewer fasteners than nailed hangers. See p. 184 for structural composite lumber hangers.

Material: 14 gauge

Finish: Galvanized. Most models available in stainless steel or ZMAX® coating.

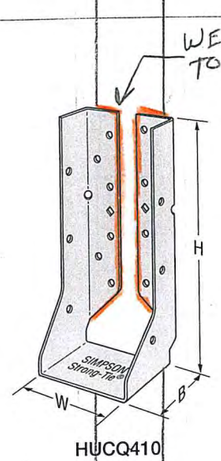
Installation:

- Use all specified fasteners; see General Notes.
- Install ¼" x 2½" Strong-Drive SDS Heavy-Duty Connector screws, which are provided, in all round holes. (Lag screws will not achieve the same load.)
- For use on solid sawn wood members.

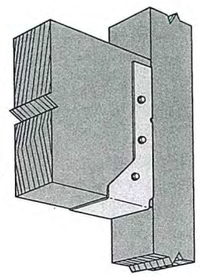
Options:

- These hangers cannot be modified

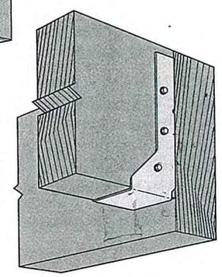
Codes: See p. 14 for Code Reference Key Chart



HUCQ410



Typical HUCQ Installation on a Post

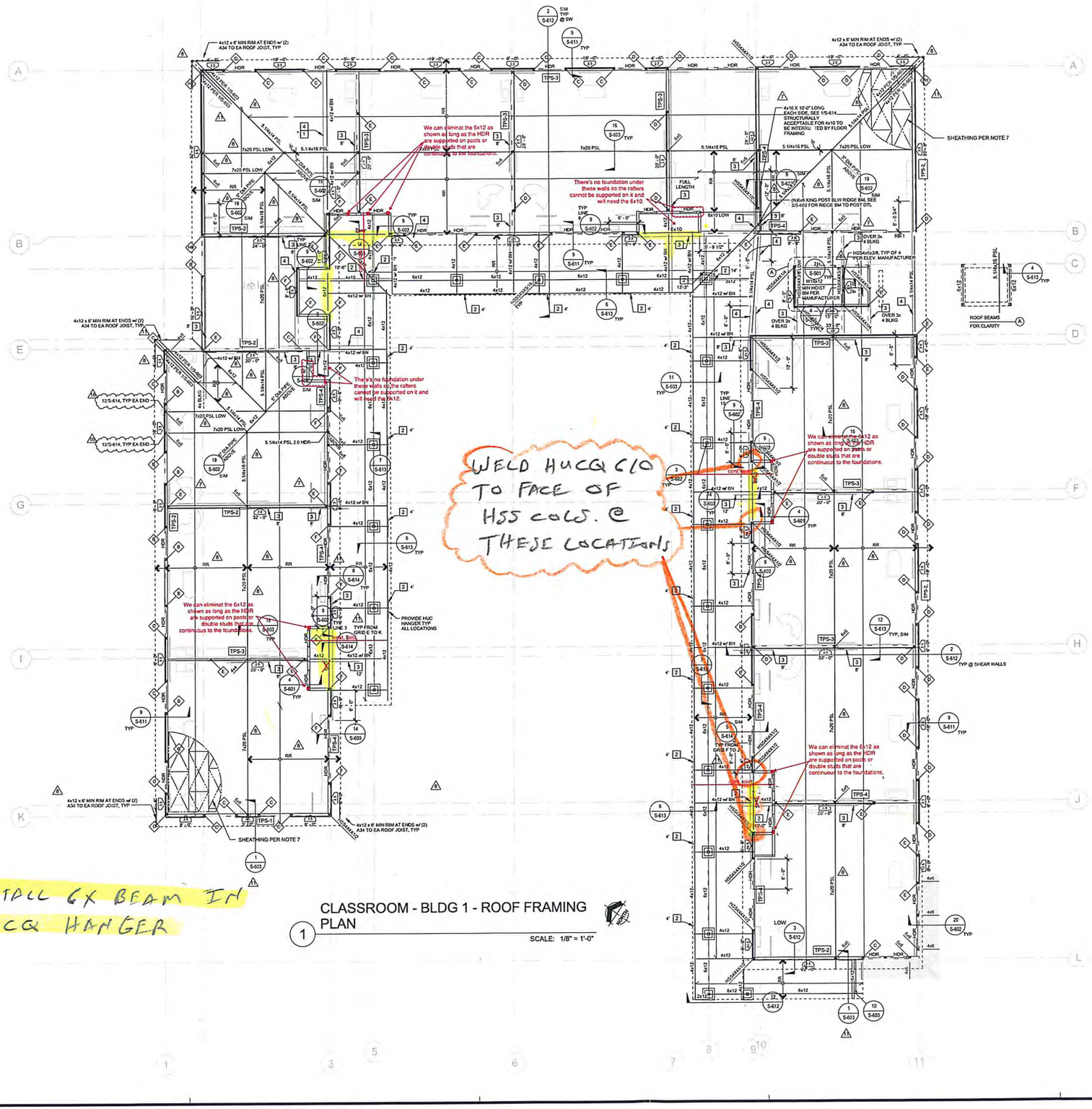


Typical HUCQ Installation on a Beam

These products are available with additional corrosion protection. For more information, see p. 18.

Model No.	Dimensions (in.)			Fasteners		Allowable Loads								Code Ref.
						DF/SP				SPF/HF				
	W	H	B	Face	Joist	Uplift (160)	Floor (100)	Snow (115)	Roof (125)	Uplift (160)	Floor (100)	Snow (115)	Roof (125)	
SS HUCQ310-SDS	2⁹⁄₁₆	9	3	(8) ¼" x 2½" SDS	(4) ¼" x 2½" SDS	1,370	3,120	3,590	3,900	985	2,245	2,585	2,810	FL
SS HUCQ210-2-SDS	3¼	9	3	(12) ¼" x 2½" SDS	(6) ¼" x 2½" SDS	2,510	4,680	4,955	4,955	1,805	3,370	3,570	3,570	
SS HUCQ410-SDS	3⁹⁄₁₆	9	3	(12) ¼" x 2½" SDS	(6) ¼" x 2½" SDS	2,510	4,680	4,955	4,955	1,805	3,370	3,570	3,570	I9, L12, FL
SS HUCQ412-SDS	3⁹⁄₁₆	11	3	(14) ¼" x 2½" SDS	(6) ¼" x 2½" SDS	2,510	5,460	5,560	5,560	1,805	3,930	4,005	4,005	
SS HUCQ210-3-SDS	4⅝	9	3	(12) ¼" x 2½" SDS	(6) ¼" x 2½" SDS	2,510	4,680	4,955	4,955	1,805	3,370	3,570	3,570	FL
SS HUCQ610-SDS	5½	9	3	(12) ¼" x 2½" SDS	(6) ¼" x 2½" SDS	2,520	4,680	5,380	5,715	1,815	3,370	3,875	4,115	I9, L12, FL
SS HUCQ612-SDS	5½	11	3	(14) ¼" x 2½" SDS	(6) ¼" x 2½" SDS	2,520	5,315	5,315	5,315	1,815	3,825	3,825	3,825	

1. Uplift loads have been increased for wind or earthquake loading; reduce where other loads govern.
2. Structural composite lumber columns have sides that show either the wide face or the edges of the lumber strands/veneers. Values in the tables reflect installation into the wide face. See technical bulletin T-C-SCLCLM at **strongtie.com** for values on the narrow face (edge).



CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

1 SCALE: 1/8" = 1'-0"

FRAMING NOTES:

1. FOR GENERAL NOTES AND ABBREVIATIONS SEE SHEETS S-001 AND S-002
2. FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
3. FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
4. 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.
5. VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
6. CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
7. TYPICAL FLOOR SHEATHING: (CLASS ROOM 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)
8. PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = $2.0x10^6$ PSI OR E = $2.2x10^6$ PSI AS SHOWN
9. RT OR GT w/ BN 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.
10. 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
11. 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.
12. PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

FRAMING LEGEND

1. HDR — HEADER PER DETAILS 1 & 2/ S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
2. 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
3. 6x DROP — DROP BEAM, ALIGN TOP BEAM w/ BOTTOM OF JOISTS. AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
4. RT = ROOF TRUSSES; FJ = FLOOR JOIST; RR = ROOF RAFTER; SEE JOIST SCHEDULE BELOW
5. SHEAR PANEL EXTENT; SHEAR WALL MARK PER DET 2/S-621; MIN SHEAR WALL LENGTH
6. 4x HDU — INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
7. HOLDDOWN MARK TO WOOD POST PER DET 4/S-621
8. CONSTRUCTION NOTE PER KEY
9. TPS-1 — INDICATES TOP PLATE SPLICE PER DET 18/S-621

CONSTRUCTION NOTE KEY

1. INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.1/8" OC
2. INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
3. INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC
4. 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-I65	24" OC	23'-0"
RR	2x12	24" OC	16'-8"
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-I90HS	16" OC	33'-0"
NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.			

HOLDOWN SCHEDULE					
SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	E8	6X8	HD12
C	6X6	HDU8	F8	6X8	HD19
D	6X6	HDU11	G8	6X8	(2) HDU11
E	6X6	HD12	H8	6X8	(2) HD12
F	6X6	HD19	J0	6X10	(2) HD19
G	6X6	(2) HDU11	H0	6X10	(2) HD12
H	6X6	(2) HD12	J2	6X12	(2) HD19
D4	4X8	HDU11	G0	6x10	(2) HDU11
H4	4X8	(2) HD12	B4	4X6	HDU5
			D8	6x8	HDU11

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

PETRA
17981 Sky Park Circle, Suite O, Irvine, CA 92614
Phone: (949) 748-7170

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC._____ FLS._____ SS._____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	CCD #007	07/26/2017
2	BULLETIN 7	07/06/2017
3	CCD #011	10/26/2017
4	CCD #016	12/19/2014
5		
6		
7		
8		
9		
10		

DATE ISSUED: JAN 8-2016
PROJECT NO: 2013-75
SCALE:

SHEET NUMBER: S-113
SHEET TITLE:
CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3360 WWW.SVA-ARCHITECTS.COM

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From: David Chieng <dchieng@petrastructural.com>
Sent: Monday, January 22, 2018 12:23 PM
To: Steve Johnson
Cc: Jaime Pace; Alex Rivera; 'Tom Bardwell'
Subject: RE: RFI - 211 follow-up

Steve,
The hanger welding is structurally acceptable, the welds must be 3 sides as highlighted in your sketch.
Thanks,
David

From: Steve Johnson [mailto:SJohnson@bernards.com]
Sent: Monday, January 22, 2018 11:34 AM
To: David Chieng <dchieng@petrastructural.com>
Cc: Jaime Pace <jpace@bernards.com>; Alex Rivera <ARivera@bernards.com>; 'Tom Bardwell' <tbardwell@sva-architects.com>
Subject: RE: RFI - 211 follow-up

David,

We will install the 6x beams at ALL locations so we can avoid a CCD. At the HSS 4x4x1/2 columns, can we weld the HUCQ to the face of the column? Tim Hoyt and I have already discussed this and he is okay with it. Please see my attached sketch and notes for more information. We will document the response with an RFI.

Thank you,

Steve Johnson
Senior Superintendent| **BERNARDS**

From: David Chieng [mailto:dchieng@petrastructural.com]
Sent: Friday, January 12, 2018 4:28 PM
To: Steve Johnson <SJohnson@bernards.com>; 'Tom Bardwell' <tbardwell@sva-architects.com>
Cc: Jaime Pace <jpace@bernards.com>; Alex Rivera <ARivera@bernards.com>
Subject: RE: RFI - 211 follow-up

Use HUCQ hangers.
Thanks,
David

From: Steve Johnson [mailto:SJohnson@bernards.com]
Sent: Friday, January 12, 2018 4:02 PM
To: 'Tom Bardwell' <tbardwell@sva-architects.com>; David Chieng <dchieng@petrastructural.com>
Cc: Jaime Pace <jpace@bernards.com>; Alex Rivera <ARivera@bernards.com>
Subject: RE: RFI - 211 follow-up

Tom and David,

If we have to add the 6x beam, can it be installed in an HUC on each side of the opening?

Steve Johnson
Senior Superintendent| **BERNARDS**

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]
Sent: Friday, January 12, 2018 2:21 PM
To: Steve Johnson <SJohnson@bernards.com>
Cc: Jaime Pace <jpace@bernards.com>; Alex Rivera <ARivera@bernards.com>
Subject: FW: RFI - 211 follow-up

Steve,

See email below and attachment regarding your question about elimination of the 6x headers.

Tom Bardwell
Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com

Please consider the environment before printing this email and/or any attachments

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From: David Chieng [mailto:dchieng@petrastructural.com]
Sent: January 12, 2018 2:16 PM
To: Tom Bardwell <tbardwell@sva-architects.com>; Peter Sarkis <psarkis@petrastructural.com>
Subject: RE: RFI - 211 follow-up

Tom,
Sorry but I don't remember talking about removing the 6x supports. Please see attached comments on why it may be problematic as it redistribute loading away from the load bearing walls.
Thanks,
David

From: Steve Johnson [mailto:SJohnson@bernards.com]
Sent: Thursday, January 11, 2018 3:21 PM
To: David Chieng <dchieng@petrastructural.com>; 'Tom Bardwell' <tbardwell@sva-architects.com>
Cc: Gina Sierra <GSierra@bernards.com>; Alex Rivera <ARivera@bernards.com>; Jaime Pace <jpace@bernards.com>
Subject: RFI - 211 follow-up

David and Tom,

In the RFI 211 response we got approval to change the walkway roof framing at grids 3,9, and B over the entrances to the classrooms. We eliminated the 6x beams and ran the rafters through those locations with solid 6x blocking. I have attached a photo of the typical as-built condition. Tim has asked me to confirm that we got approval to eliminate the beams. I believe that we did in the RFI response. Can you please confirm that David was aware of that in his response?

Thank you,

Steve Johnson
Senior Superintendent

BERNARDS

An Employee Owned Company

555 First Street | San Fernando, CA 91340
T 818.898.1521 | **F** 818.365.0065 | **C** 805.574.0298
sjohnson@bernards.com | www.bernards.com

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CHANGE ORDER REQUEST

COR No. 205 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/6/2018

DESCRIPTION OF WORK

ACSS RFI 433

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add wall stiffeners for pony walls in Administration Building per RFI 433. Reason: Not shown on plans Requested BY: SVA Architects Ref: RFI 433	Anderson Charnesky Structural Steel Inc	6,455
	Subtotal:	6,455
Contractual Costs		
Overhead 15%		968
	Subtotal:	968
	Total Change Order Request Amount:	**7,423**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Anderson Charnesky Structural Steel, Inc.

Members of The American Subcontractors Association, Inc.

CHANGE ORDER REQUEST

Project Name: **Elm Street Elementary School Reconstruction**
Project No.: **1636**
Contract with: **Bernards**

C.O.R. No.: **16**
ACSS JOB No.: **551117**
Date: **June 19, 2018**

Description of Change: **Add per RFI #433**

Labor

TYPE	HOURS	RATE	AMOUNT
Apprentice		$ 76.28	$ -
Journeyman	24	$ 82.20	$ 1,972.75
Foreman		$ 87.37	$ -
Detailing	4	$ 79.00	$ 316.00
Shop	18	$ 65.00	$ 1,170.00
Delivery	1	$ 534.00	$ 534.00
Sub Pay		$ 25.00	$ -
Sub Total			$ 3,992.75
Travel/Subs.			$ -
Total			$ 3,992.75

Equipment

TYPE	HOURS	RATE	AMOUNT
Welding Mach.		$ 55.00	$ -
Rigging Truck	1	$ 450.00	$ 450.00
Torch		$ -	$ -
Roto Hammer		$ -	$ -
Magnetic Drill		$ -	$ -
Zoom Boom		$ 375.00	$ -
Scissor Lift		$ -	$ -
Crane		$ -	$ -
Sub Total			$ 450.00
Fuel Surcharge @ 6%			$ -
Total			$ 450.00

Material

TYPE	QTY.	PRICE	AMOUNT
Steel	1	$ 1,170.00	$ 1,170.00
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
Sub Total			$ 1,170.00
Sales Tax			$ -
Total			$ 1,170.00

Deductive Costs

TYPE	HRS/QTY	RATE	AMOUNT
Field Time		$ -	$ -
Laborer		$ -	$ -
All		$ -	$ -
Material		$ -	$ -
Equipment		$ -	$ -
Delivery		$ -	$ -
Sub Total			$ -
Mark-up @ 5%			$ -
Total			$ -

Subcontractors

TYPE	QTY.	RATE	AMOUNT
Field Time		$ -	$ -
Laborer		$ -	$ -
All		$ -	$ -
Material		$ -	$ -
Equipment		$ -	$ -
Mark-up		$ -	$ -
Sub Total			$ -

Requested Amount

1. Labor Total	$ 3,992.75
2. Equipment Total	$ 450.00
3. Material Total	$ 1,170.00
4. Deductive Cost Total	$ -
5. Subcontractors Total	$ -
Sub Total (Items 1-5)	*$ 5,612.75*
Mark-up	$ 841.91
Bond	$ -

Total Request Amount for Change Order No. 16 (rounded to the nearest dollar) $ 6,455.00

This change order Pricing will be honored for thirty (30) business days; within this time the Owner or General Contractor, shall submit in writing to Anderson Charnesky Structural Steel, Inc. a written Directive Request to "Proceed" for the issuance of a formal Change Order for the Work described within.

Anderson Charnesky Structural Steel, Inc. will not proceed nor order any materials required for this Work until a written notice to proceed has been received.

All changes, additions or deletions in the Work ordered in writing by the Owner or General Contractor shall be deemed to be a part of the Work and shall be performed and furnished in accordance with all the terms and provisions of the Subcontract Documents. All Change Order Work performed by Anderson Charnesky Structural Steel, Inc. will be invoiced and paid along with the contractual work.

353 Risco Circle, Beaumont, CA 92223 T: 951-769-5700 F: 951-769-5701 CA Lic. No. 483440

Elm

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
1	ITEM	QTY	DESCRIPTION	W/F	LTH	C/W	DHR	FM	SHR	EHR	EQP	FRT	SPTOT	TOTL	TOTW	MSCT	GCST	PCST	MSubT	TAX	MTOT	DCST	FCST	SCST	LCST	ECST	ToTLC	TOTAL
2												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
3												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
4		16	tubes	12	5	0.80	4		16	24	450	534	984	80	960	768		28.8	797	72	869	312	0	1040	38	2136	3526	5379
5		16	pl	6	1	0.75			2			2	2	16	96	72		2.88	75	7	82	0	0	130	4	0	134	217
6												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
7		32	bolts	1	1	5.00						1	1	32	32	160		0.96	161	14	175	0	0	0	1	0	1	177
8												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
9												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
10												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
11												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
12												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
13												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
14												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
15												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
16												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
17												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
18												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
19												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
20												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
21												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
22												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
23												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
24												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
25												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
26												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
27												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
28												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
29												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
30												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
31												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
32												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
33												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
34												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
35					7		4	0	18	24	450	537	987	128	1088	1000	0	32.64	1033	93	1126	312	0	1170	44	2136	3662	5774

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BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	**Trade:**	Steel
Date:	7/20/2017	**Classification:**	Iron Worker - Apprentice
Project:	Elm Street Elementary Res.		
Rate Effective Through:	July 31, 2017	**Union :** [X]	**Non Union:** [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 34.20	$ 51.30	$ 68.40
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	**$ 38.20**	**$ 55.30**	**$ 72.40**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.12	$ 3.18	$ 4.24
Medicare	$ 0.50	$ 0.74	$ 0.99
FUI	$ 2.12	$ 3.18	$ 4.24
SUI	$ 0.30	$ 0.45	$ 0.60
Workers Compensation Insurance	$ 9.92	$ 9.92	$ 9.92
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 14.96**	**$ 17.47**	**$ 19.99**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 9.99	$ 9.99	$ 9.99
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	**$ 23.13**	**$ 20.26**	**$ 20.26**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 76.28**	**$ 93.03**	**$ 112.65**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	**Trade:**	Steel
Date:	7/20/2017	**Classification:**	Iron Worker - Journeyman
Project:	Elm Street Elementary Res.		
Rate Effective Through:	July 31, 2017	**Union :** [X]	**Non Union:** [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 36.00	$ 54.00	$ 72.00
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	**$ 40.00**	**$ 58.00**	**$ 76.00**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.23	$ 3.35	$ 4.46
Medicare	$ 0.52	$ 0.78	$ 1.04
FUI	$ 2.23	$ 3.35	$ 4.46
SUI	$ 0.32	$ 0.48	$ 0.63
Workers Compensation Insurance	$ 10.44	$ 10.44	$ 10.44
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 15.74**	**$ 18.39**	**$ 21.05**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 13.32	$ 13.32	$ 13.32
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	**$ 26.46**	**$ 23.59**	**$ 23.59**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 82.20**	**$ 99.98**	**$ 120.64**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS - MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Anderson Charnesky Structural Steel, Inc.	**Trade:**	Steel
Date:	7/20/2017	**Classification:**	Iron Worker - Foreman
Project:	Elm Street Elementary Res.		
Rate Effective Through:	July 31, 2017	**Union :** [X]	**Non Union:** [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 39.60	$ 59.40	$ 79.20
Vacation & Holiday Accrual	$ 4.00	$ 4.00	$ 4.00
Hourly Taxable Wage Costs Subtotal	**$ 43.60**	**$ 63.40**	**$ 83.20**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.46	$ 3.68	$ 4.91
Medicare	$ 0.57	$ 0.86	$ 1.15
FUI	$ 2.46	$ 3.68	$ 4.91
SUI	$ 0.35	$ 0.52	$ 0.70
Workers Compensation Insurance	$ 11.48	$ 11.48	$ 11.48
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 17.32**	**$ 20.23**	**$ 23.15**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 13.32	$ 13.32	$ 13.32
Training (or equivalent)	$ 0.72	$ 0.72	$ 0.72
other union dues (LMCT, IMPACT, WCTF)	$ 2.87	$ 2.87	$ 2.87
Hourly Benefits Subtotal	**$ 26.46**	**$ 23.59**	**$ 23.59**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 87.37**	**$ 107.22**	**$ 129.94**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 433

Project: Elm Elementary School Reconstruction Project

Date: 06-01-18
Discipline: Architectural

Subject: Detail for pony walls in admin building

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-11.1	Lobby; Staff work area	3-101; 3-108

QUESTION

Please provide attachment detail for pony walls(clouded in the next page) in admin building

ANSWER

Please see attached proposed detail
PSE-06/04/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	6/18/2018
Pacific Interiors Enterprise	Curtis Dowell	6/18/2018
Abdellatif Enterprises Inc	Hazem Abdella3f	6/18/2018
ICI Architectural Millwork Inc	Izhak Korin	6/18/2018
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	6/18/2018

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.: 433

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 06-01-18
Discipline: Architectural

Subject: Detail for pony walls in admin building

Response Requested By: 06-08-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-11.1	Lobby; Staff work area	3-101; 3-108

QUESTION

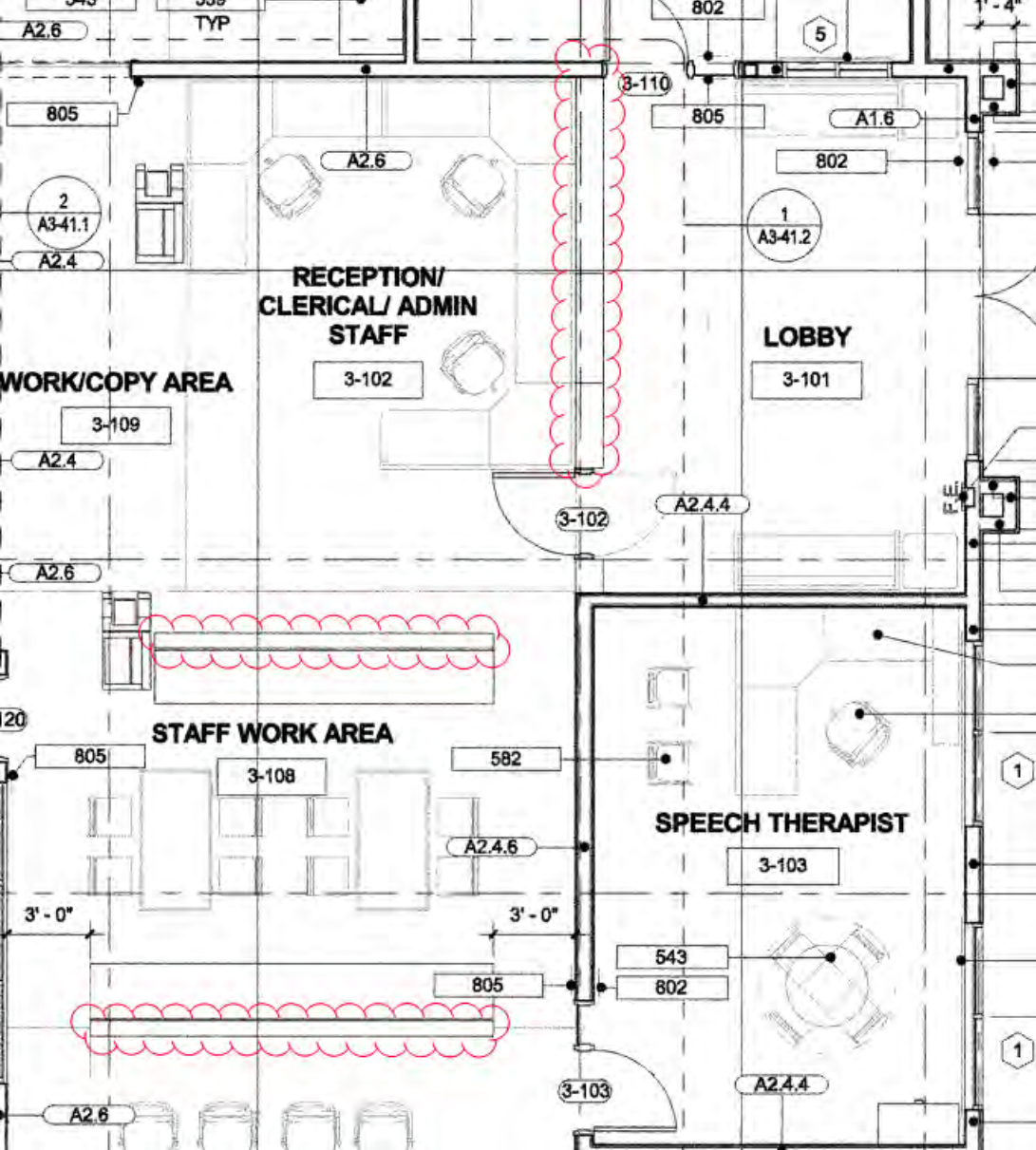
Please provide attachment detail for pony walls(clouded in the next page) in admin building

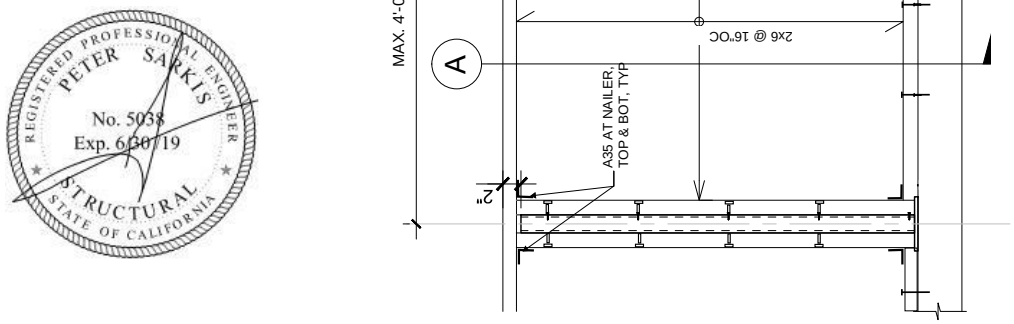
ANSWER

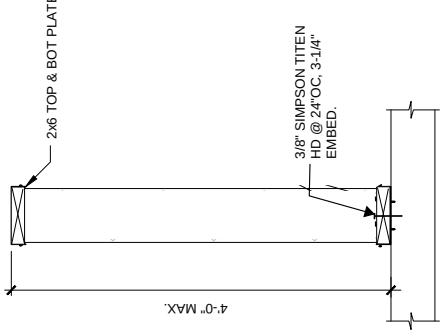
Please see attached proposed detail.
PSE-06/04/18

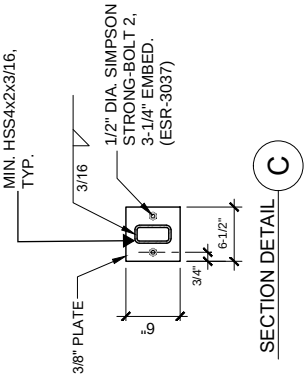
Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards


A2.6
TYP
802
5
3-110
805
805
A1.6
A2.6
802
2
A3-41.1
A2.4
1
A3-41.2
RECEPTION/
CLERICAL/ ADMIN
STAFF
LOBBY
WORK/COPY AREA
3-102
3-101
3-109
A2.4
3-102
A2.4.4
A2.6
STAFF WORK AREA
805
3-108
582
SPEECH THERAPIST
A2.4.6
3-103
3' - 0"
3' - 0"
543
805
802
3-103
A2.4.4
A2.6







LOW WALL DETAIL

SCALE: none

REGISTERED PROFESSIONAL ENGINEER
PETER SARKIS
No. 5038
Exp. 6/30/19
STRUCTURAL
STATE OF CALIFORNIA

SVA ARCHITECTS
3 MacArthur Place, Suite 650 Santa Ana, California 92707
T. 949.809.3380 www.svaarchitects.com

DESCRIPTION:
NEW DETAIL

DRAWING REFERENCE:

SKS #:
SKS-1

PROJECT NAME:
ELM ELEMENTARY

ISSUE REFERENCE:

DATE
06/06/2018

SCALE

PROJECT NUMBER:
A #03-116407

DRAWN BY
Author

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 208 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/6/2018

DESCRIPTION OF WORK

Const. Hrdwr Mech Closet Pulls

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add pulls to mechanical closet doors added in Bulletin 13 Reason: Requested by Owner Requested By: Owner	Construction Hardware Co	716
	Subtotal:	716
Contractual Costs		
Overhead 15%		107
	Subtotal:	107
	Total Change Order Request Amount:	**823**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587

Phone 909.594.9093
Fax 909.595.8050

www.constructionhardwareco.com

Architectural Hardware, Doors and Frames
Installation, Access Control, Custom Solutions

Change Order#: ***43150***

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 5/16/2018
Ref#: HVAC UNITS
Requested By: ALEX
Job #: 7877
Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
25	1111C 630	SURFACE PULLS TRIMCO #1102T 626	$24.72	$618.00
1	FREIGHT & HANDLING	FREIGHT AND HANDLING CHARGES	$50.00	$50.00

Notes:
(25) SURFACE MOUNTED PULLS. TRIMCO #1102T.

Sub Total:	$668.00
Tax:	$47.90
Total Quote:	***$715.90***

TERMS AND CONDITIONS:

1. This proposal is subject to acceptance within 30 days from proposal date. After this date we reserve the right to requote.
2. **Freight Prepaid and Add**
3. Payment Terms are Net 30 days from the date of invoice, no retention
4. The terms and conditions herein supercede all other terms and conditions unless agreed in writing prior to acceptance.
5. All provisions and product specifications of this Proposal cannot be varied or substituted without written agreement
6. Special Order Material is subject to minimum 8-10 weeks lead time after approval of final submittal(s) (if required). Special ordered is subject to restocking charge if returned.
7. Construction Hardware Co. invoices and change orders are not subject to owner's approval
8. **We cannot proceed without your written change order agreeing to pay the above amount.**

Acceptance of Proposal: Upon signature, customer agrees to all terms, conditions and material as stated in this proposal

Signature _____ Print Name _____ Date _____

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 210 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/6/2018

DESCRIPTION OF WORK

Const. Hrdwr RFI 175

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add door at opening 1-110A Reason: Directed in RFI 175 Requested By: SVA Architects Ref: RFI 175	Construction Hardware Co	2,963
	Subtotal:	2,963
Contractual Costs		
Overhead 15%		444
	Subtotal:	444
	Total Change Order Request Amount:	**3,407**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587
Phone 909.594.9093
Fax 909.595.8050
www.constructionhardwareco.com

Architectural Hardware, Doors and Frames
Installation, Access Control, Custom Solutions

SINCE 50 YEARS 1963

Change Order#: 41876

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 11/16/2017
Ref#: #1-110A
Requested By: STEVE
Job #: 7877
Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
1		HOLLOW METAL	$385.00	$385.00
		ADDED HOLLOW METAL FRAME #1-110A		
1		HOLLOW METAL	$480.00	$480.00
		ADDED HOLLOW METAL DOOR #1-110A		
1		AUXILIARY HARDWARE	$755.00	$755.00
		ADDED HARDWARE GROUP #2 FOR #1-110A (see attached list of hardware group used at this location)		
11.71		INSTALLATION	$70.23	$822.39
		INSTALL OF FRAME, DOOR & HARDWARE #1-110A (LABOR INCLUDES 15% MARK UP, SEE ATTACHED LABOR SHHET)		
1		As Per Agreement	$366.35	$366.35
		15% MARKUP ON ALL MATERAIL AND LABOR		

Notes:

ADDED OPENING #1-110A.

(1) EACH 2-10 x 7-0 x 1-3/4 NON -RATED EXTERIOR HOLLOW METAL FRAME 8-1/4 " JD
(1) EACH 2-10 x 7-0 x 1-3/4 NON-RATED EXTERIOR FLUSH HOLLOW METAL DOOR.

(1) SET HARDWARE GROUP #2

INSTALLATION OF THE FRAME, DOOR & HARDWARE.

Sub Total:	$2,808.74
Tax:	$153.94
Total Quote:	**$2,962.68**

Heading 02 (HwSet 2.0)

Degree

1-110A 2-10 X 7-0 X 1-3/4 HMF X HMD

Each Assembly to have:

1	EA	CONTINUOUS HINGE	CFM83HD1	628	PEM
1	EA	CLASSROOM LOCK	L9070P 06A EVEREST 29T	626	SCH
1	EA	SURFACE CLOSER	4040XP-REG	689	LCN
1	EA	KICK PLATE	K1050 10" X 34" B4E CSK	630	ROC
1	EA	MOP PLATE	K1050 6" X 35" B4E CSK	630	ROC
1	EA	STOP	403	626	ROC
1	SET	SEALS	2891APK 1/36" 2/84"	AL	PEM
1	EA	SWEEP	18062CNB 36"	AL	PEM
1	EA	RAIN DRIP	346C 40"	AL	PEM
1	EA	THRESHOLD	271A 36" MSES10 (VERIFY)	AL	PEM

SIGNAGE BY OTHERS.

CHANGE ORDER LABOR RATE SHEET

DIR Determination No. SC-23-31-2-2017-1

Carpenter and Related Trades

Construction Hardware CO

Change Order # 41876

Date: 08/17/2018

Effective Date: 07/01/17

Contractor: All Contractors

Project: All Public Works Projects

Rate Effective Through: 07/01/18

Trade: Carpenter

Local: SW Carpenters Union

Classification: Journeyman

	Straight Time	Overtime (1 & 1/2)	Double Time	Premium Time
A. BASE				
1. Base Rate	41.25	61.88	82.50	82.50
B. VACATION & HOLIDAY				
2. Vacation & Holiday	5.60	5.60	5.60	5.60
Subtotal of A + B	46.85	67.48	88.10	88.10
C. BENEFITS				
3. Health and Welfare	7.10	7.10	7.10	7.10
4. Pension	4.91	4.91	4.91	4.91
5. Apprenticeship Program	0.57	0.57	0.57	0.57
6. Other (Please List)				
C.A.F. / G.A.F.	0.39	0.39	0.39	0.39
Subtotal of C	12.97	12.97	12.97	12.97
Total Hourly Rate	**59.82**	**80.45**	**101.07**	**101.07**
D. PAYROLL INSURANCE & TAX				
11. Social Security 6.2% of (A+B)	2.90	4.18	5.46	5.46
12. Medicare 1.45% of (A+B)	0.68	0.98	1.28	1.28
13. FUI 0.6% of (A+B)	0.28	0.54	0.70	0.70
14. SUI 6.2% of (A+B)	2.90	4.18	5.46	5.46
15. ETT 0.017% of (A+B)	0.01	0.01	0.01	0.01
16. Workman's Comp. 4.75% of (A+B) ($ ____ per $100.00 of Payroll)	2.23	3.21	4.18	4.18
17. Liability Insurance 3% of (A+B)	1.41	2.02	2.64	2.64
Subtotal of D	10.41	15.13	19.75	19.75
FULLY BURDENDED HOURLY WAGE (A+B+C+D)	**70.23**	**95.57**	**120.82**	0.00 **120.82**

Total Estimated Straight Time Hours: 11.71 $822.38

password: jake

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 175

Project: Elm Elementary School Reconstruction Project

Date: 10-10-17
Discipline: Architectural

Subject: Relocate Door 1-110 to Gridline 11

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. Sht. A1-11.1

Please confirm we are to relocate Door 1-110 to grid line 11, and maintain swing as shown as Door 1-111, in the classroom building.

ANSWER

Response

Provide a 32" door to close off the restroom entry space. Door opening shall be 32" min clear in width when in the open position, See attached sketch

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Construction Hardware Co	Randy Gardner	10/31/2017

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: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 175

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 10-10-17
Discipline: Architectural

Subject: Relocate Door 1-110 to Gridline 11

Response Requested By: 10-17-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Ref. Sht. A1-11.1

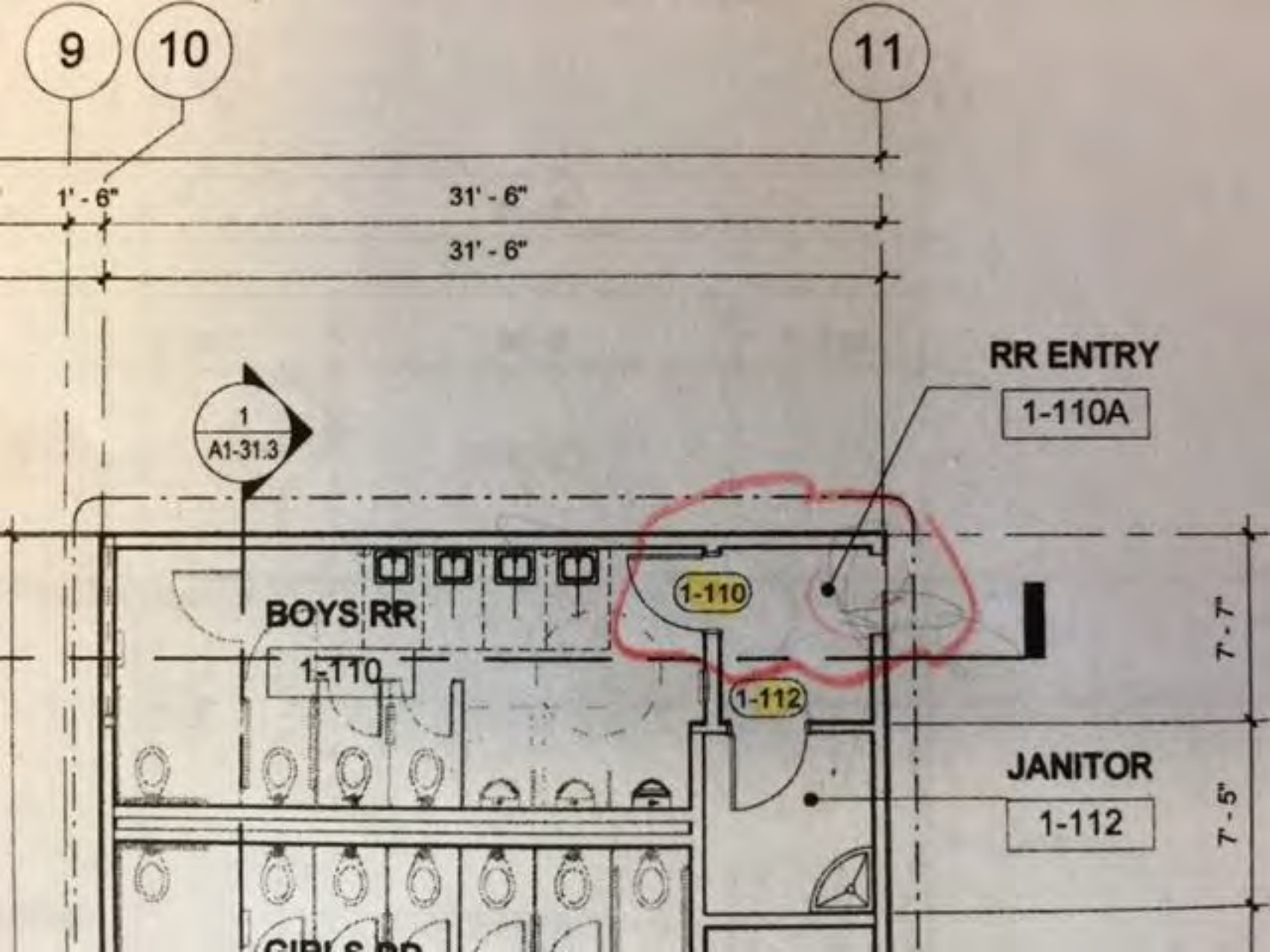
Please confirm we are to relocate Door 1-110 to grid line 11, and maintain swing as shown as Door 1-111, in the classroom building.

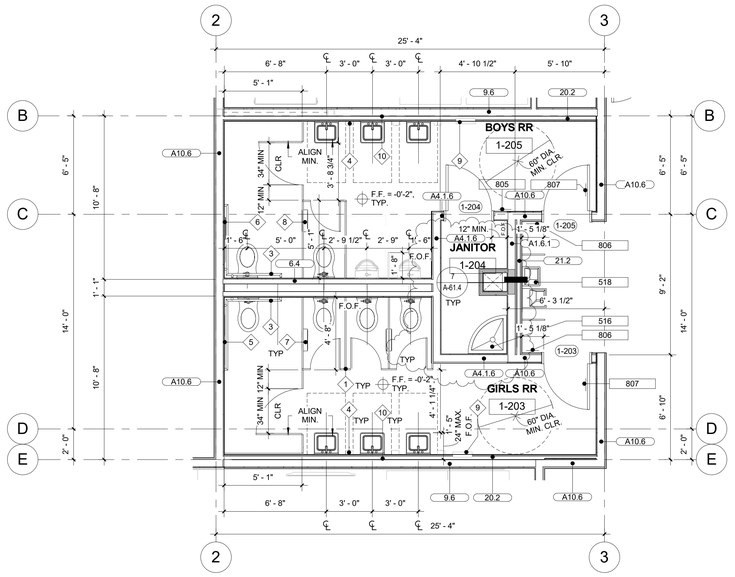
ANSWER

Provide a 32" door to close off the restroom entry space. Door opening shall be 32" min clear in width when in the open position. See attached sketch.

Response Provided By:	Tom Bardwell	SVA Architects	10/30/17
	Name	Company	Date

Question Initiated By: Jaime Pace - Bernards
Submitted By: Gina Sierra - Bernards


9
10
11
1' - 6"
31' - 6"
31' - 6"
RR ENTRY
1-110A
1
A1-31.3
BOYS RR
1-110
1-110
1-112
JANITOR
1-112
7' - 7"
7' - 5"



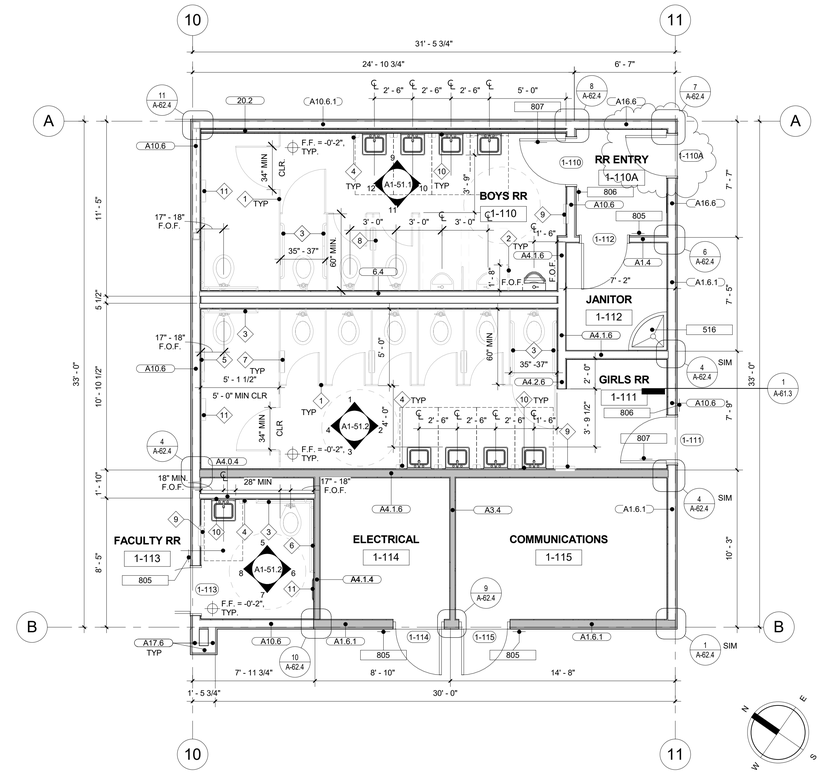
?	DESCRIPTION
508	WATER HEATER PER PLUMBING DRAWINGS
516	CUSTODIAL SINK PER PLUMBING DRAWINGS
518	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN PER PLUMBING DRAWINGS AND 6/GEN-4
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
806	TACTILE RESTROOM WALL SIGN, SEE DETAILS 6,7,8/GEN-3
807	RESTROOM DOOR SIGNAGE, SEE DETAILS 1,2,3,4/GEN-3

KEYNOTE LEGEND

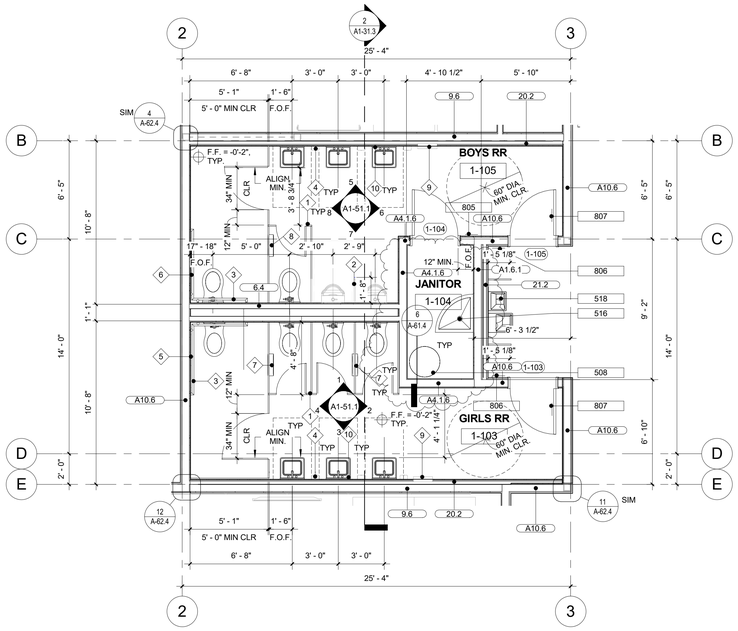
◇	FIXTURE
1	OVERHEAD BRACED PHENOLIC PARTITION, REF. SPECIFICATION
2	WALL-HUNG SOLID PHENOLIC URINAL SCREEN, 42" HIGH X 18" DEEP
3	1-1/4" DIA. STAINLESS STEEL GRAB BAR, 36" X 54", BOBRICK B-5837. REFER TO DETAIL 5/GEN-4 AND 9/GEN-4 FOR ATTACHMENT
4	SURFACE MOUNTED LIQUID SOAP DISPENSER, BOBRICK B-2111
5	RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3094
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-3094
13	SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
14	HAND DRYER, BRADLEY AERIX 2902-287400
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.

ENLARGED RESTROOMS AND JANITORIAL - SECOND FLOOR | 1/4" = 1'-0" | 3



ENLARGED RESTROOMS, JANITORIAL AND FACULTY RR - FIRST FLOOR | 1/4" = 1'-0" | 2



ENLARGED RESTROOMS AND JANITORIAL - FIRST FLOOR | 1/4" = 1'-0" | 1

RESTROOM ACCESSORY 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
101	NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A1-52.1
X	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A1-52.2
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.

FLOOR PLAN LEGEND

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMON No. C-18311 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	RFI 110	8/4/17
2	RFI 122	8/21/17
3	RFI 175	10/30/17

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-41.3

SHEET TITLE:

CLASSROOM - BLDG 1 - ENLARGED PLANS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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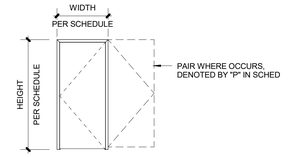
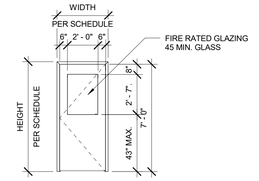
DOOR SCHEDULE

NUMBER	DIMENSION WIDTH	DIMENSION HEIGHT	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	FRAME MATERIAL	FRAME FINISH	DETAILS HEAD	DETAILS JAMB	DETAILS THRESHOLD	URL	HW SET	REMARKS
1-101	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-102	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-103	3' - 0"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17E/A-62.1		2.0	
1-104	3' - 0"	7' - 0"	L	SCWS	FPFP	HM	FPFP	4/A-62.1	4/A-62.1	17C/A-62.1		6.0	
1-105	3' - 0"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17E/A-62.1		2.0	
1-106	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-107	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-108	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-109	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-110	3' - 0"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17E/A-62.1		2.0	
1-110A	2' - 8"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17E/A-62.1	20	2.0	
1-111	3' - 0"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17E/A-62.1		2.0	
1-112	3' - 0"	7' - 0"	L	SCWS	FPFP	HM	FPFP	4/A-62.1	4/A-62.1	17C/A-62.1		6.0	
1-113	3' - 0"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1		3.0	
1-114	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	45	4.0	
1-115	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	45	4.0	
1-116	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	45	5.0	
1-117	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	45	5.0	
1-118	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-119	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-120	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-121	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	20	1.0	
1-123	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1		5.0	
1-201	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-202	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-203	3' - 0"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17E/A-62.1		2.0	
1-204	3' - 0"	7' - 0"	L	SCWS	FPFP	HM	FPFP	4/A-62.1	4/A-62.1	17C/A-62.1		6.0	
1-205	3' - 0"	7' - 0"	L	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17E/A-62.1		2.0	
1-206	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-207	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-208	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-209	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-210	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-211	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-212	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1		4.0	
1-213	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-214	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-215	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-216	3' - 0"	7' - 0"	FG	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	20	1.0	
1-218	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17F/A-62.1	45	8.0	
1-218A	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1	45	7.0	
1-219	3' - 0"	7' - 0"	F	ST	FPFP	HM	FPFP	1/A-62.1	2/A-62.1	17A/A-62.1		4.0	

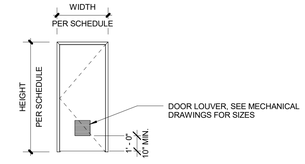
NOTE: FOR THRESHOLD INFORMATION REFER TO DETAIL 17/A-62.1



F FLUSH



FG HALF GLASS



L LOUVER

DOOR LEGEND

AL	ALUMINUM (AND GLASS)
BZ	BRONZE AND GLASS
GS	GALVANIZED STEEL
HM	HOLLOW METAL
SS	STAINLESS STEEL
STL	STEEL

WINDOW FRAME MATERIAL

ALF	ALUMINUM FACTORY FINISH
MF	MANUFACTURER'S FACTORY FINISH
PG	PAINT GLOSS
PSG	PAINT SEMI-GLOSS
SS	STAINLESS STEEL

WINDOW FINISH

Ⓣ = TEMPERED GLAZING

FG	FLOAT GLASS
TG	TEMPERED GLASS
LAM	LAMINATED GLASS
LEG	LOW EMISSIVITY GLASS
WG	WIRE GLASS
SG	SPANDREL GLASS
IGU	INSULATED GLAZING UNIT

GLAZING

AL	ALUMINUM
AC	ANODIZED CLEAR
BZ	ANODIZED BRONZE
CC	CONCEALED CLOSER
CLR	CLEAR
FC	FLOOR CLOSER
FF	FACTORY FINISH
FLFD	FUSIBLE LINK FIRE DAMPER
FP	FIELD PAINT
FPFP	FACTORY PRIMED, FIELD PAINTED
FRA	FIRE RATED ASSEMBLY
FS	FIELD STAINED
GA	GALVANIZED
GL	GLASS OR GLAZING
HM	HOLLOW METAL
HMW	HOLLOW METAL FRAME - WELDED
HMK	HOLLOW METAL FRAME - KNOCK DOWN
LVR	LOUVER
MF	MILL FINISH
MR	MIRRORED GLASS
MAG	MAGNETIC HOLD OPEN
PR	PAIR
SCWS	SOLID CORE WOOD, STAIN GRADE
SMC	SURFACE MOUNTED CLOSER
ST	STEEL
SS	STAINLESS STEEL
TEMP	TEMPERED
WG	1/4" WIRE GLASS

DOOR NOTES LEGEND

1. ALL DOOR GLAZING TO BE TEMPERED GLASS. ALL TEMPERED GLAZING SHALL BE INDICATED AS SUCH BY A SYMBOL OR THE WORD TEMPERED GLASS ETCHED ONTO THE GLASS.

2. WHERE SCHEDULE INDICATES A PAIR OF DOORS. SCHEDULED DIMENSION IS TOTAL FRAME OPENING. AT NEW PAIRS, AT LEAST ONE LEAF SHALL BE A MINIMUM OF 36" WIDE PER CBC SECTION 1133B.2.2, AND 1133B.2.3.1

3. LETTER "L" FOLLOWING DOOR TYPE LETTER IN SCHEDULE INDICATES A DOOR LOUVER. LOUVER SHALL BE 12" HIGH UNLESS OTHERWISE NOTED. LOUVERS IN FIRE-RATED DOOR ASSEMBLIES TO BE FLFD (FUSIBLE LINK FIRE DAMPER), LOUVERS IN EXTERIOR DOORS TO BE VANDAL-PROOF SECURITY TYPE.

4. ALL DOORS NOTED AS 1-HOUR, AND 1 1/2-HOUR FIRE-RATED ASSEMBLIES SHALL MEET THE ADDITIONAL REQUIREMENTS OF MAXIMUM 450 F TEMPERATURE RISE ABOVE AMBIENT AFTER 30 MINUTES OF THE FIRE TEST. (CBC SEC. 1005.3.3.5 AND 1005.3.4.4).

5. THICKNESS: ALL DOORS TO BE 1 3/4" THICK UNLESS OTHERWISE NOTED.

6. ALL EXTERIOR DOORS TO HAVE WEATHERSTRIPPING ALL SIDES PER TITLE 24, SECTION T20-1451-1542.

7. ALL WOOD DOORS TO BE SOLID-CORE TYPE.

8. EXIT DOORS SERVING 50 OR MORE OCCUPANTS SHALL OPEN IN THE DIRECTION OF EXIT.

9. EVERY EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. ANY SPECIAL LOCKING DEVICES SHALL BE OF THE APPROVED TYPE. CBC CHAPTER 33 AND UFC SECTION 12,104(B).

10. DOOR HARDWARE SHALL COMPLY WITH THE FOLLOWING PER CBC 1133B.2.5

1. OPERABLE BY A SIMPLE EFFORT, NOT GRASPING WRIST MOVEMENT (LEVERS, PANIC DEVICES, OR PULLS).
2. 5-LB CLOSURE PRESSURE AT INTERIOR DOORS.
3. 5-LB CLOSURE PRESSURE AT EXTERIOR DOORS.
4. 5-LB CLOSURE PRESSURE AT FIRE DOORS.
5. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED TO THE MINIMUM ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 POUNDS.

11. ALL DOORS INDICATED AS FIRE-RATED ASSEMBLIES TO HAVE CLOSURES AND SMOKE SEALS.

12. ALL SINGLE DOORS SHALL BE A MINUMUM OF 36" WIDE X 80" HIGH WITH NO SINGLE LEAF EXCEEDING 4'-0" IN WIDTH.

13. BOTTOM 10" OF DOOR TO HAVE SMOOTH UNINTERUPTED SURFACE FOR OPENING BY WHEELCHAIR FOOT REST.

14. CENTER OF HARDWARE TO BE 30" TO 40" ABOVE FLOOR. LATCHING AND LOCKING DOOR TO BE OPERABLE WITH A SINGLE EFFORT BY LEVER OR PUSH-PULL TYPE HARDWARE.

15. PROVIDE DOOR SYMBOLS ON DOORWAYS LEADING TO SANITARY FACILITIES (SEE SHEET GEN -3). CENTER SYMBOLS ON DOORS AT 60" HEIGHT, AND FINISH IN COLOR CONTRASTING TO THAT OF THE DOOR.

16. THRESHOLDS SHALL BE 1/2" HIGH MAXIMUM WITH A 2:1 DEGREE BEVELED EDGE.

17. THRESHOLD HEIGHT BETWEEN 1/4" AND 1/2" SHALL BE BEVELED AT MAXIMUM 50% SLOPE.

18. ALL INTERIOR DOORS SHALL HAVE PERIMETER DOOR SOUND SEAL/GASKET.

19. ALL RATED DOORS SHALL HAVE AN UNDERCUT NOT TO EXCEED MAXIMUM ALLOWABLE PER NFPA 80.

DOOR GENERAL NOTES

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMON
No. C-18311
JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	RFI 175	10/30/17
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: 1/4" = 1'-0"

SHEET NUMBER: A1-52.1

SHEET TITLE:

CLASSROOM - BLDG 1 - DOOR SCHEDULE

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 211 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/6/2018

DESCRIPTION OF WORK

Const. Hrdwr RFI 151

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add 32 exterior hollow metal windows at Classroom Building. Reason: Requested By SVA Architects Requested By: SVA Architects Ref: RFI 151	Construction Hardware Co	18,644
	Subtotal:	18,644
Contractual Costs		
Overhead 15%		2,797
	Subtotal:	2,797
	Total Change Order Request Amount:	**21,441**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587
Phone 909.594.9093
Fax 909.595.8050

www.constructionhardwareco.com
Architectural Hardware, Doors and Frames
Installation, Access Control, Custom Solutions

Change Order#: 41493

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 1/15/2018
Ref#: EXT WINDOWS
Requested By: JAMIE PACE
Job #: 7877
Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
32	HOLLOW METAL		$300.00	$9,600.00
		ADD (32) EXTERIOR HM WINDOWS AT BLDG #1 CLASSROOM		
75.97	INSTALLATION		$70.23	$5,335.37
		INSTALLATION OF THE (32) WINDOWS		
1	FREIGHT & HANDLING		$550.30	$550.30
		FREIGHT AND HANDLING		
1	As Per Agreement		$2,240.40	$2,240.40
		15% MARK UP FOR WINDOWS AND INSTALLTION ONLY		

Notes:

PER JAIME PACE WITH BERNARDS

ADD (32) EXTERIOR HOLLOW METAL WINDOWS AT CLASSROOM BUILDING #1.
CONSTRUCTION HARDWARE WILL SUBMIT SHOP DRAWINGS SHOWING TYPE, SIZE & DETAILS FOR APPROVAL.

(32) EACH TYPE#3 WINDOW 6'-0" x 2'-0" 8-1/4" JAMB DEPTH 45 MIN. RATED.

BERNARDS TO PROVIDE WALL THICKNESS AND ROUGH OPENING FOR ORDERING.
PLEASE VERIFY THE GLASS THICKNESS.

EXCLUDES: GLASS & GLAZING (BY OTHERS).
QUALIFY: THE WINDOWS ARE NOT TEMPERATURE RISE.

Sub Total:	$17,726.07
Tax:	$917.63
Total Quote:	**$18,643.70**

CHANGE ORDER LABOR RATE SHEET

DIR Determination No. SC-23-31-2-2017-1

Carpenter and Related Trades

Construction Hardware CO

Change Order # 41493

Date: 08/17/2018

Effective Date: 07/01/17

Contractor: All Contractors

Project: All Public Works Projects

Rate Effective Through: 07/01/18

Trade: Carpenter

Local: SW Carpenters Union

Classification: Journeyman

		Straight Time	Overtime (1 & 1/2)	Double Time	Premium Time
A.	**BASE**				
	1. Base Rate	41.25	61.88	82.50	82.50
B.	**VACATION & HOLIDAY**				
	2. Vacation & Holiday	5.60	5.60	5.60	5.60
	Subtotal of A + B	46.85	67.48	88.10	88.10
C.	**BENEFITS**				
	3. Health and Welfare	7.10	7.10	7.10	7.10
	4. Pension	4.91	4.91	4.91	4.91
	5. Apprenticeship Program	0.57	0.57	0.57	0.57
	6. Other (Please List)				
	C.A.F. / G.A.F.	0.39	0.39	0.39	0.39
	Subtotal of C	12.97	12.97	12.97	12.97
	Total Hourly Rate	**59.82**	**80.45**	**101.07**	**101.07**
D.	**PAYROLL INSURANCE & TAX**				
11.	Social Security 6.2% of (A+B)	2.90	4.18	5.46	5.46
12.	Medicare 1.45% of (A+B)	0.68	0.98	1.28	1.28
13.	FUI 0.6% of (A+B)	0.28	0.54	0.70	0.70
14.	SUI 6.2% of (A+B)	2.90	4.18	5.46	5.46
15.	ETT 0.017% of (A+B)	0.01	0.01	0.01	0.01
16.	Workman's Comp. 4.75% of (A+B) ($ ____ per $100.00 of Payroll)	2.23	3.21	4.18	4.18
17.	Liability Insurance 3% of (A+B)	1.41	2.02	2.64	2.64
	Subtotal of D	10.41	15.13	19.75	19.75
	FULLY BURDENDED HOURLY WAGE (A+B+C+D)	**70.23**	**95.57**	**120.82**	0.00 **120.82**

Total Estimated Straight Time Hours : 75.97 $5,335.27

password: jake

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

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 ¼"; UL listed clear fire rated glass; 45 minute fire ratings.

ANSWER

Response:

Confirmed, frames will be hollow metal as per detail 6 & 7/A-62.2 , 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

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 151

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 09-19-17
Discipline: Architectural

Subject: HM windows at 1st and 2nd floor

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 ¼"; UL listed clear fire rated glass; 45 minute fire ratings.

ANSWER

1. Confirmed, frames will be hollow metal per detail 6 & 7/A-62.2, sim.
2. Confirmed, glass is per spec section 08 8000, 2.01 F.

Response Provided By:	Tom Bardwell	SVA Architects	9/20/17
	Name	Company	Date

Question Initiated By: Gina Sierra - Bernards
Submitted By: Sahithya Mavillapalli - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 216 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/7/2018

DESCRIPTION OF WORK

JT Wimsatt - RFI 417 Pedestal Footing Stair 3

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add pedestal footing at Stair 3 of Classroom Building Reason: Footing changed in RFI 417 Requested By: SVA Architects Ref: RFI 417	JT Wimsatt Contracting Co Inc	2,891
	Subtotal:	2,891
Contractual Costs		
Overhead 15%		434
	Subtotal:	434
	Total Change Order Request Amount:	**3,325**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Change Order Request

Project: 1701- Elm St Elementary

To Gina Sierra
555 First Street
San Fernando, CA 91340

COR #: 24
Contractor PCO #:
Reference Document:
Date: 5/25/18

Description on Change:
Added Pedistal at Bott of Stair #3 including footing and Pedestal per RFI 417

Conditions:
Work to be performed with ongoing similar activities, access provided for concrete truck.

Exclusions:
Rebar, multiple move-ins, drill/epoxy etc. Embeds/inserts for stairs.

Description	Title	FCO# / SubCO#	Hours / Units	Rate	Extension
Labor (JTW Payroll Only)					
Hand Excavate Footing for Pedestal	Carpenter		8.00 CHR	72.45	579.60
Place Footing @ Stair #3	Carpenter		8.00 CHR	72.45	579.60
Form Pedestal @ Stair #3	Carpenter		3.00 CHR	72.45	217.35
Strip Pedestal @ Stair #3	Carpenter		1.00 CHR	72.45	72.45
Place Pedestal @ Stair #3	Carpenter		2.00 CHR	72.45	144.90
			Sub Total Labor (JTW Payroll Only):		1,593.90
Materials					
Footing Concrete			3.00 CY	95.00	285.00
Shortload Fee Foundations			7.00 CY	25.00	175.00
Pedestal Concrete			3.00 CY	95.00	285.00
Shotload Fee Pedestal			7.00 CY	25.00	175.00
				Sub Total Materials:	920.00
				Sub Total	2,513.90
			Labor (JTW Payroll Only) M	15.00%	239.09
			Materials Markup	15.00%	138.00
				Total COR 24:	2,890.99

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 417

Project: Elm Elementary School Reconstruction Project

Date: 04-18-18
Discipline: Structural

Subject: Pedastal of concrete to support bottom of stairs

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-302	10	
S-801	1	

QUESTION

Ref. Detail 1 on sheet S-801, and ref.Harrington ES pics.

1/ S-801 doesn't accurately reflect elevation of bottom of stairs. Please provide pedestal footing detail for stair stringer at bottom of stairs

SUGGESTION

Proposed Solution: Add footing and concrete pedastal similar to 10/S-302.

ANSWER

Response

Use of approved detail 10/S-302 structurally acceptable.
PSE - 04/18/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JT Wimsatt	Mike Taylor	4/20/2018
Stantru	Steve Torrey	4/20/2018

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: Steve Johnson - Bernards
Submitted By: Steve Johnson - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 417

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-18-18
Discipline: Structural

Subject: Pedastal of concrete to support bottom of stairs

Response Requested By: 04-25-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-302	10	
S-801	1	

QUESTION

Ref. Detail 1 on sheet S-801, and ref.Harrington ES pics.

1/ S-801 doesn't accurately reflect elevation of bottom of stairs. Please provide pedestal footing detail for stair stringer at bottom of stairs.

SUGGESTION

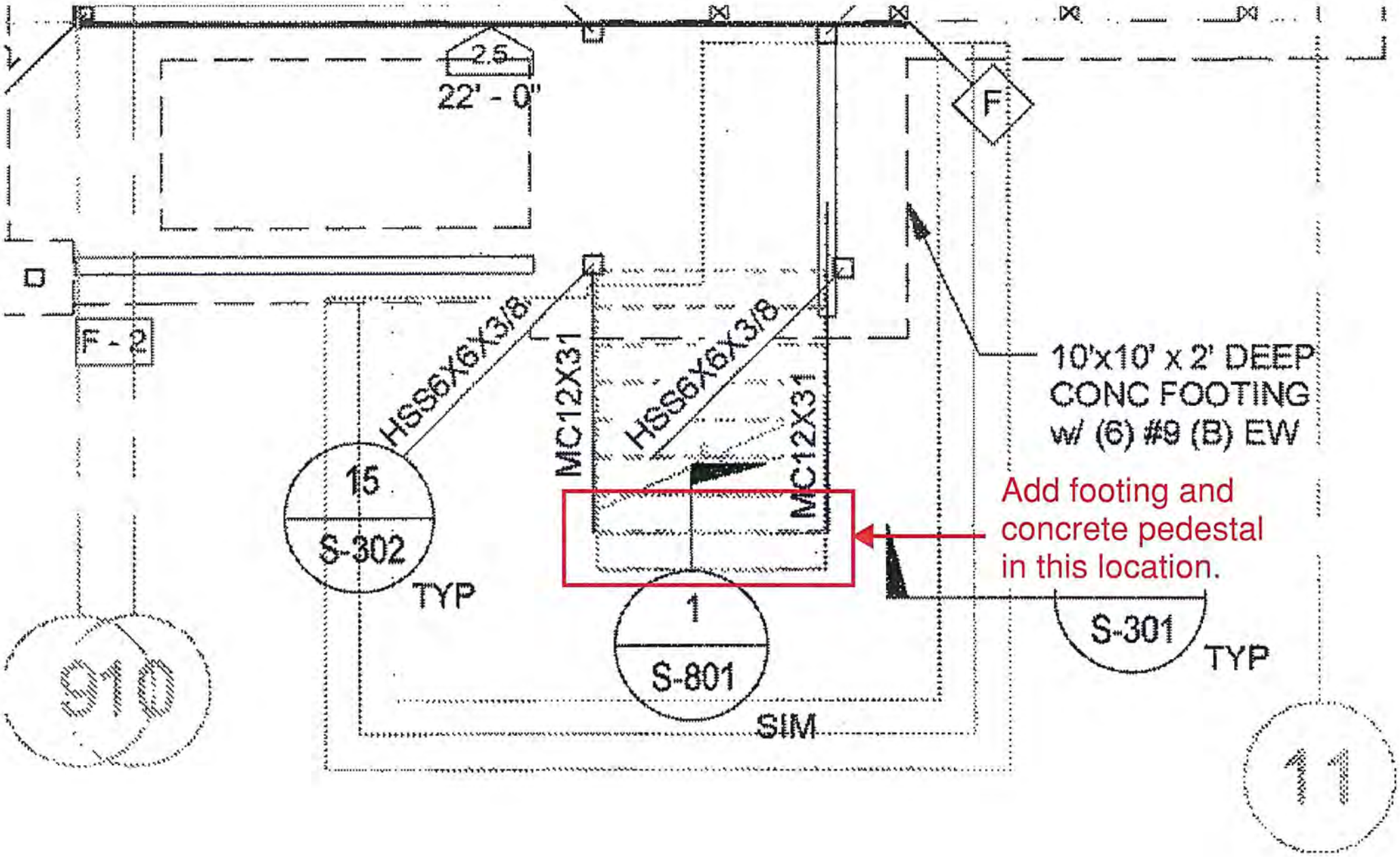
Proposed Solution: Add footing and concrete pedastal similar to 10/S-302.

ANSWER

Use of approved detail 10/S-302 structurally acceptable.
PSE-04/18/18

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Steve Johnson - Bernards
Submitted By: Steve Johnson - Bernards


2.5
22' - 0"
F
D
F - 2
HSS6X6X3/8
MC12X31
HSS6X6X3/8
MC12X31
10'x10' x 2' DEEP
CONC FOOTING
w/ (6) #9 (B) EW
Add footing and
concrete pedestal
in this location.
15
S-302
TYP
1
S-801
SIM
S-301
TYP
S10
11

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	JT Wimsatt	**Trade:**	Carpenter
Date:	5/22/2017	**Classification:**	Journymen
Project:	Elm Street Elementary		
Rate Effective Through:	July 1, 2018	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.40	$ 63.60	$ 84.80
	Vacation & Holiday Accrual	$ 4.95	$ 4.95	$ 4.95
	Hourly Taxable Wage Costs Subtotal	**$ 47.35**	**$ 68.55**	**$ 89.75**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.63	$ 3.94	$ 5.26
	Medicare	$ 0.61	$ 0.92	$ 1.23
	FUI	$ 0.05	$ 0.08	$ 0.10
	SUI	$ 0.37	$ 0.56	$ 0.75
	Workers Compensation Insurance	$ 8.96	$ 8.96	$ 8.96
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 12.63**	**$ 14.46**	**$ 16.30**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 6.85	$ 6.85	$ 6.85
	Pension & Retirement (or equivalent)	$ 4.66	$ 4.66	$ 4.66
	Training (or equivalent)	$ 0.96	$ 0.96	$ 0.96
	Hourly Benefits Subtotal	**$ 12.47**	**$ 12.47**	**$ 12.47**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 72.45**	**$ 95.48**	**$ 118.52**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 218 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/7/2018

DESCRIPTION OF WORK

Eberhard - 4x4 Edge Metal Per Bulletin 21

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add edge metal shown in Bulletin 21, SKA 3.	Eberhard Inc	3,759
Reason: For waterproofing		
Requested By: SVA Architects		
Ref: Bulletin 21		
	Subtotal:	3,759
Contractual Costs		
Overhead 15%		564
	Subtotal:	564
	Total Change Order Request Amount:	**4,323**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Eberhard

Complete Roofing And Waterproofing

Request For Change Order

Eberhard RFCO # 12

7680

15220 Raymer Street
Van Nuys, California
(818) 782-4604, Fax (818) 782-5099

Date: 5/29/2018

BILLING ADDRESS:	REFERENCE:
Bernards	Elm Elementary School
Attn: Jaime Pace	450 E. Elm Street
555 First Street	Oxnard CA 93033
San Fernando CA 91340	

Contract #	Field Order #	Job #	Field Order Date	Contact	Terms
	60902	7048	4/17/2018		Due Upon Receipt

Eberhard RFCO # 12 — Sub Contract / P.O. No 7048-10-72

Quantity	Item #	Description	Unit Price	U/M	MarkUp	MarkUp $	Shipped	Amount
L1-Labor								
6		Roofer - Foreman - Elm ES	$74.91	Hour	0.00%	$0.00	6	$449.46
6		Roofer - Journeyman - Elm ES	$68.38	Hour	0.00%	$0.00	6	$410.28
				Sub Total for: L1-Labor				$859.74
Material								
300		Edge Metal 4x4	$8.03	LF	0.00%	$0.00	300	$2,409.00
				Sub Total for: Material				$2,409.00
Other								
1		Overhead and Profit - (15%)	$490.31		0.00%	$0.00	1	$490.31
				Sub Total for: Other				$490.31

SUB TOTAL AMOUNT OF REQUEST:		$3,759.05
0.00%	Overhead:	$0.00
	Sub Total:	$3,759.05
0.00%	Profit:	$0.00
Grand Total Change Order Request:		$3,759.05

Please contact Hannah Stefko at 818/782/4604 if you have any questions.

Eberhard
Excellence since 1945
15220 Raymer St., Van Nuys, CA 91405
(818) 782-4604 FAX (818) 782-5099

DAILY EXTRA WORK AUTHORIZATION 12

FIELD ORDER # 60902

CUSTOMER P.O. #

JOB # 7048-10-72 DATE ORDERED 4/17/18

DATE REQUIRED DATE COMPLETED 4-17-18

PROJECT Elm St Elementary school

ADDRESS 450 E. Elm Street

CITY Oxnard. CA 93033

ATTN: CELL

PHONE EMAIL

BILLING ADDRESS:

NAME Bernards Brother Inc

ADDRESS 555 First Street

CITY San Fernando CA 91340

ATTN: Steve Johnson CELL

PHONE EMAIL

WORK DESCRIBED BELOW HAS BEEN PERFORMED FOR YOU AND IS IN ADDITION TO THE SCOPE OF WORK IN OUR ORIGINAL CONTRACT.

LABOR

TRADE	P/R CLASS	HOURS	RATE	AMOUNT
Roofer	F	3	74.91	
Roofer	J	3	68.38	
SUBTOTAL / LABOR				

MATERIAL

QUANTITY	ARTICLE	PRICE	AMOUNT
300' 140'	4"x4" edge Metal PER BULLETIN 21	8.03/Ft.	
300' LF - Sheet for both tickets			
OTHER DIRECT COST			

TOTAL COST ▸

DESCRIPTION OF WORK

we install 140' LF 22 ga edge metal on the second floor walkway

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: Steve Johnson
Signature:
Print Name:
Date: 4/18/18

NOTE: LEAK SERVICE RESPONSE CARRIES NO WARRANTY

4 HOUR MINIMUM CHARGE FOR SERVICE CALLS

APPROVED BY (PLEASE PRINT) SIGNATURE (SIGNATURE OF REPRESENTATIVE OF PARTY FOR WHOM WORK IS DONE)

PROJECT MANAGER	EBERHARD SUPERINTENDENT	EBERHARD FOREMAN
	Jose Garcia	Ricardo R

2015 NW 07/17

Eberhard
Excellence since 1945
15220 Raymer St., Van Nuys, CA 91405
(818) 782-4604 FAX (818) 782-5099

DAILY EXTRA WORK AUTHORIZATION 12

FIELD ORDER # 60903

BILLING ADDRESS:
NAME Bernardo brothers INC
ADDRESS 955 Frist. Street
CITY San Fernando C.A. 9134
ATTN: Steve Johnson CELL
PHONE EMAIL

CUSTOMER P.O. #
JOB # 7048-10-72 DATE ORDERED 4/2018
DATE REQUIRED DATE COMPLETED 4/2018
PROJECT Elm st Elementary school
ADDRESS 450 E Elm street
CITY Oxnard C.A. 93033
ATTN:
PHONE CELL

WORK DESCRIBED BELOW HAS BEEN PERFORMED FOR YOU AND IS IN ADDITION TO THE SCOPE OF WORK IN OUR ORIGINAL CONTRACT.

LABOR

TRADE	P/R CLASS	HOURS	RATE	AMOUNT
roofer	F	3	74.91	
roofer	J	3	68.38	

SUBTOTAL / LABOR

MATERIAL

QUANTITY	ARTICLE	PRICE	AMOUNT
1145'	4x4 Edge metal.	0.03/FT	

OTHER DIRECT COST

TOTAL COST ▸

DESCRIPTION OF WORK

we istall 145 and. edge metal on the second Floor.
walkway
*ADDED 4x4 DECK ANGLE

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 4/23/18

NOTE: LEAK SERVICE RESPONSE CARRIES NO WARRANTY
4 HOUR MINIMUM CHARGE FOR SERVICE CALLS

APPROVED BY (PLEASE PRINT) SIGNATURE (SIGNATURE OF REPRESENTATIVE OF PARTY FOR WHOM WORK IS DONE)

PROJECT MANAGER	EBERHARD SUPERINTENDENT	EBERHARD FOREMAN
	Jose Garcia	Ricardo N.

2015 NW 07/17

BERNARDS BUILDERS MANAGEMENT SERVICES
HOURLY LABOR COST RATES

Sub/Contractor:	EBERHARD	Trade:	Roofing
Date:	9-Aug-17	Classification:	Foreman
Project:	Elm Elementary School	Union:	X
Rate Effective Through:	8/01/2017 - 07/31/2018	Non Union	

	Straight Time	Overtime (1 & 1/2)	Premium Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 37.96	$ 56.94	$ 18.98
Vacation & Holiday Accrual	$ 3.75	$ 3.75	$ 3.75
Hourly Taxable Wage Costs Subtotal	$ 41.71	$ 60.69	$ 22.73
B HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.59	$ 3.76	$ 1.41
Medicare	$ 0.60	$ 0.88	$ 0.33
FUI	$ 0.75	$ 1.09	$ 0.41
SUI	$ 2.59	$ 3.76	$ 1.41
Workman's Compensation Insurance	$ 10.45	$ 10.45	$ 10.45
General Liability Insurance (N/A - OCIP GL)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 16.98	$ 19.95	$ 14.01
C HOURLY BENEFITS			
Health and Welfare (or equivalent)	$ 8.06	$ 8.06	$ 8.06
Pension & Retirement (or equivalent)	$ 6.90	$ 6.90	$ 6.90
Training (or equivalent)	$ 1.26	$ 1.26	$ 1.26
Hourly Benefits Subtotal	$ 16.22	$ 16.22	$ 16.22
TOTAL HOURLY WAGE (A+B+C)	$ 74.91	$ 96.86	$ 52.96

Factors NOT allowed in the above hourly labor cost rates:

1. Overhead
2. Profit
3. Vehicle & transportation expenses
3. Small tools
5. Consumables
6. Bonus or Incentive Payments
7. Communications
8. Supervision

BERNARDS BUILDERS MANAGEMENT SERVICES
HOURLY LABOR COST RATES

Sub/Contractor:	EBERHARD	Trade:	Roofing
Date:	9-Aug-17	Classification:	Journeyman
Project:	Elm Elementary School	Union:	X
Rate Effective Through:	8/01/2017 - 07/31/2018	Non Union	

	Straight Time	Overtime (1 & 1/2)	Premium Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 33.32	$ 49.98	$ 16.66
Vacation & Holiday Accrual	$ 3.75	$ 3.75	$ 3.75
Hourly Taxable Wage Costs Subtotal	$ 37.07	$ 53.73	$ 20.41
B HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.30	$ 3.33	$ 1.27
Medicare	$ 0.54	$ 0.78	$ 0.30
FUI	$ 0.67	$ 0.97	$ 0.37
SUI	$ 2.30	$ 3.33	$ 1.27
Workman's Compensation Insurance	$ 9.29	$ 9.29	$ 9.29
General Liability Insurance (N/A - OCIP GL)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 15.09	$ 17.69	$ 12.48
C HOURLY BENEFITS			
Health and Welfare (or equivalent)	$ 8.06	$ 8.06	$ 8.06
Pension & Retirement (or equivalent)	$ 6.90	$ 6.90	$ 6.90
Training (or equivalent)	$ 1.26	$ 1.26	$ 1.26
Hourly Benefits Subtotal	$ 16.22	$ 16.22	$ 16.22
TOTAL HOURLY WAGE (A+B+C)	$ 68.38	$ 87.64	$ 49.11

Factors NOT allowed in the above hourly labor cost rates:

1. Overhead
2. Profit
3. Vehicle & transportation expenses
3. Small tools
5. Consumables
6. Bonus or Incentive Payments
7. Communications
8. Supervision

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707 T
949.809.3380

info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School
Bulletin # 21 Narrative

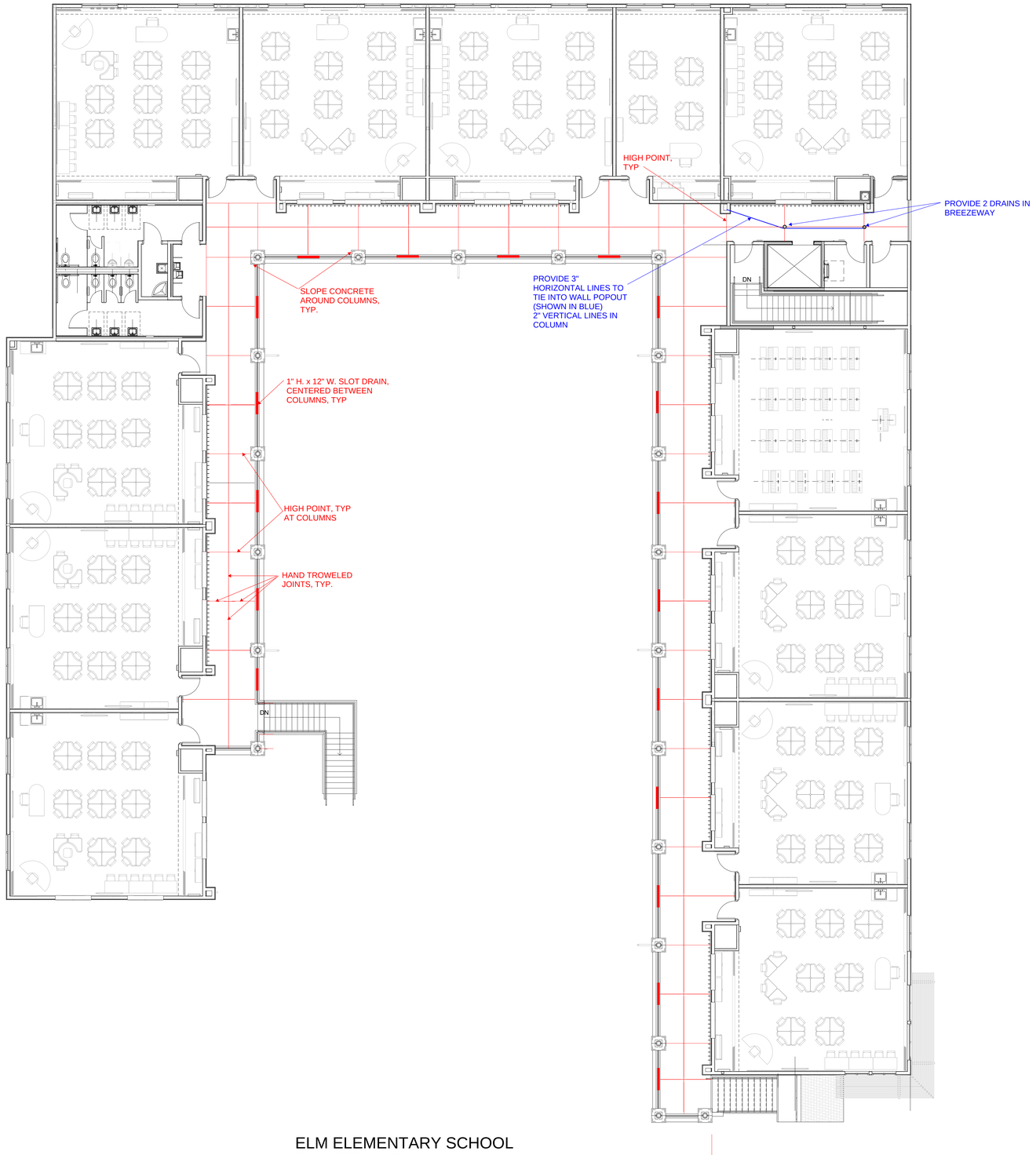
Revision: 04/30/2018

*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 Architecture sheets:
SKA-1: Classroom second floor walkway drain layout
SKA-2: Building/Deck termination
SKA-3: Walkway Edge termination

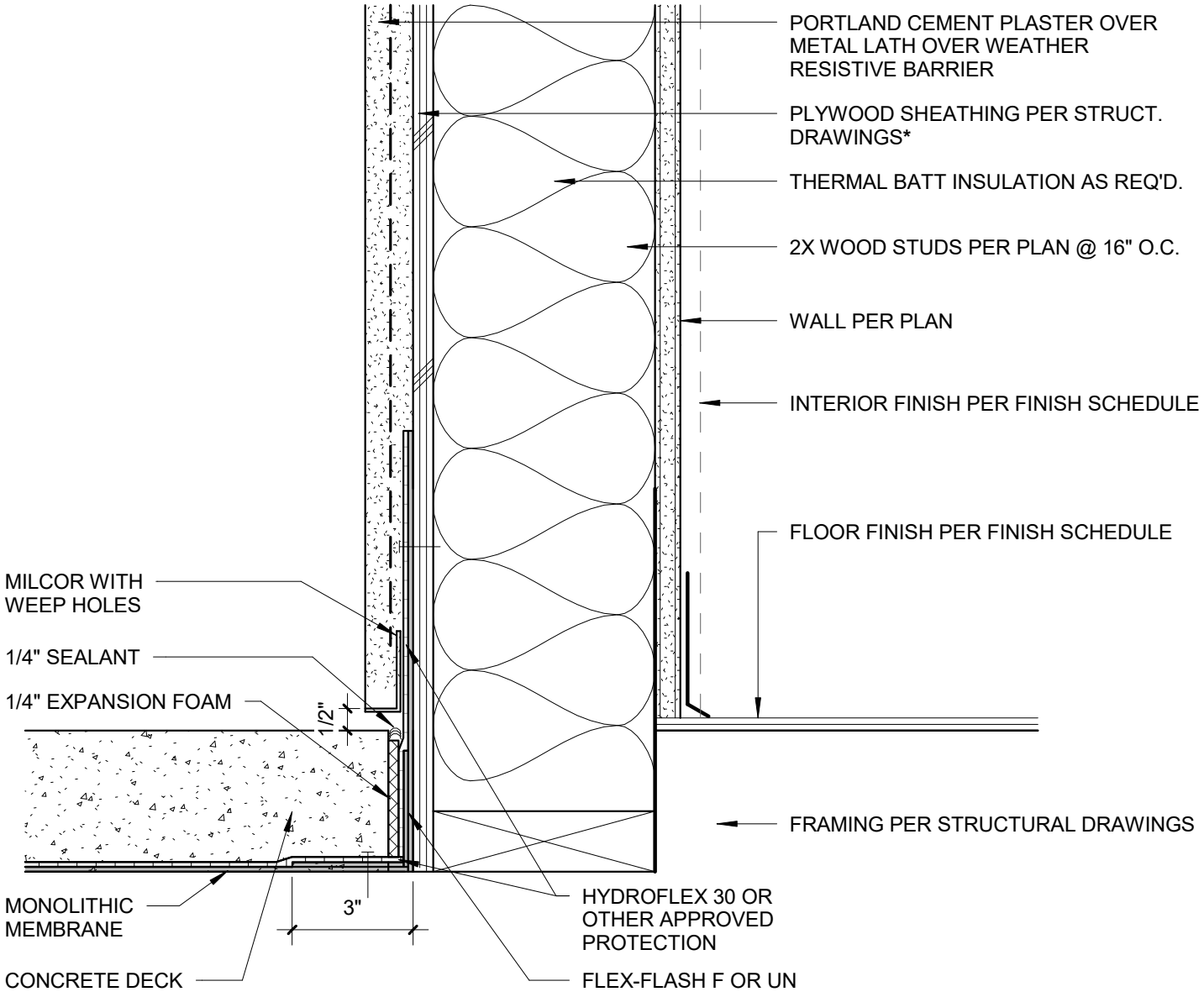
Drawings
SKA-1: Second floor walkway slot drain layout sketch
SKA-2: Building/Deck termination
SKA-3: Walkway Edge termination
Floor drain cut sheet
Downspout cover cut sheet
Walkway control joint locations

Distribution:
District
Contractor
IOR



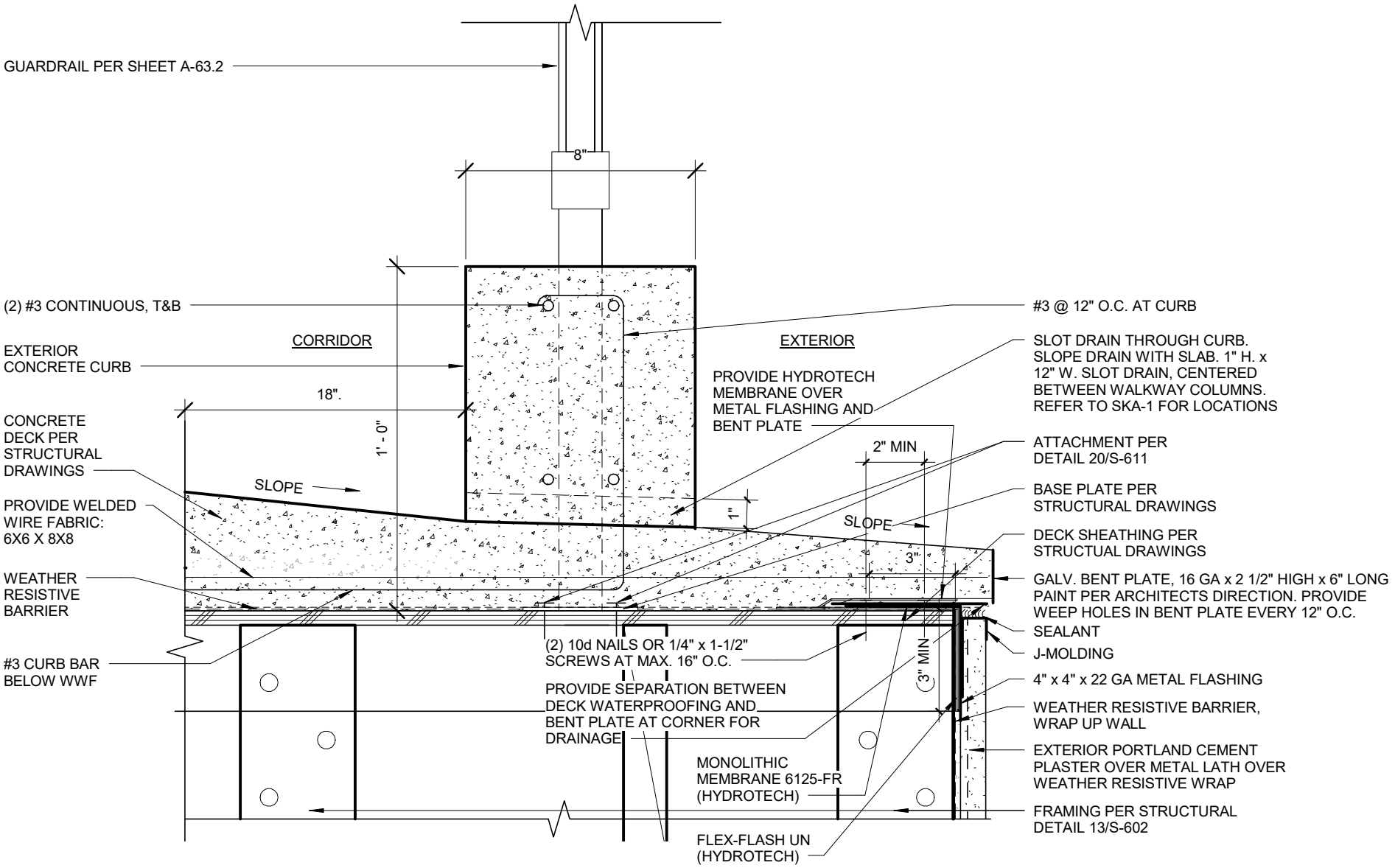
ELM ELEMENTARY SCHOOL
BULLETIN # 21
2ND FLOOR WALKWAY DRAIN LAYOUT

SKA-1



SECOND FLOOR WALKWAY - WATERPROOFING AT BUILDING FACE
(COLUMN SIMILAR)

SKA-2



SECOND FLOOR WALKWAY - WATERPROOFING AT WALKWAY EDGE

SKA-3

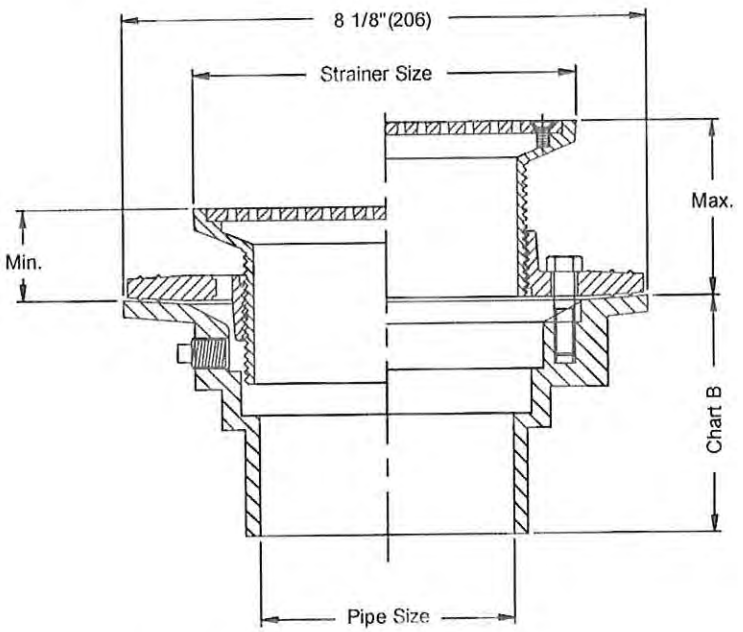
Best option for a drain due to strainer adjustability.

FD-100-A

Tag: _____

Floor Drain with Round Strainer

SPECIFICATION: Watts Drainage FD-100-A epoxy coated cast iron floor drain with anchor flange, reversible clamping collar with primary & secondary weepholes, adjustable round heel proof nickel bronze strainer, and no hub (standard) outlet.



Pipe Sizing (Select One) Suf	Description	
2	2"(51) Pipe Size	☐
3	3"(76) Pipe Size	☐
4	4"(102) Pipe Size	☐
6	6"(152) No Hub Only	☐

Outlet Type (Select One) Suf	Description	
NH	No Hub (MJ)	☐
P	Push On	☐
T	Threaded Outlet	☐
X	Inside Caulk	☐

Strainer (Select One) Suf	Description	
A5	5"(127) Dia., Nickel Bronze	☐
A6	6"(152) Dia., Nickel Bronze	☐
A7	7"(178) Dia., Nickel Bronze	☐
A8	8"(203) Dia., Nickel Bronze	☐
A10	10"(254) Dia., Nickel Bronze	☐

Options (Select One) Suf	Description	
-5	Sediment Bucket	☐
-6	Vandal Proof	☐
-7	Trap Primer Tapping	☐
-8	Backwater Valve (2,3,4" Only)	☐
-13	Galvanized Body	☐
-15	Strainer Extension (DD-50)	☐
-F4-50	4" Round Cast Iron Funnel	☐
-F4-1	4"Round Nickel Bronze Funnel	☐
-F6-1	6" Round Nickel Bronze Funnel	☐
-G-50	4x9"Oval Cast Iron Funnel	☐
-G-1	4x9" Oval Nickel Bronze Funnel	☐
-SO	Side Outlet	☐
-US	Buy American Compliant	☐

Optional Body Material Suf	Description	
-60	PVC Body w/Socket Outlet	☐
-61	ABS Body w/Socket Outlet	☐

Strainer Size

Str. Dia.	Min.	Max.	Load Rating	Free Area Sq. In.
5"(127)	13/16"(21)	3 1/4"(83)	*MD	8
6"(152)	7/8"(22)	3 3/8"(86)	*MD	9
7"(178)	11/16"(17)	3 1/4"(83)	*MD	12
8"(203)	7/8"(22)	3 1/4"(83)	*MD	18
10"(254)	1 1/4"(32)	3 1/4"(83)	*HD	28

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product

Chart B

Pipe Size	Std. No Hub	P Push On	T Female Thread	X Inside Caulk	60/61 PVC/ ABS
2"(51)	3 5/8"(92)	4 1/4"(108)	4 1/4"(108)	4 1/2"(114)	4"(102)
3"(76)	3 5/8"(92)	4 1/4"(108)	4 1/4"(108)	4 1/2"(114)	4"(102)
4"(102)	3 5/8"(92)	4 1/4"(108)	4 1/4"(108)	4 1/2(114)	4"(102)
6"(152)	3 1/2"(89)				

NOTICE

The load classifications are in accordance with the American National Standards ASME A112.21.1M ASME Ratings are as follows: MD - Safe Live Load 2000-4999 lbs. (900-2250 kg) HD - Safe Live Load 5000-7499 lbs.(2250-3375 kg) The above categories are given as a guide only. Please consult factory.

Job Name _____ Contractor _____

Job Location _____ Contractor's P.O. No. _____

Engineer _____ Representative _____

Watts product specifications in US customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently sold.

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ES-WD-FD-100-A-USA 1732

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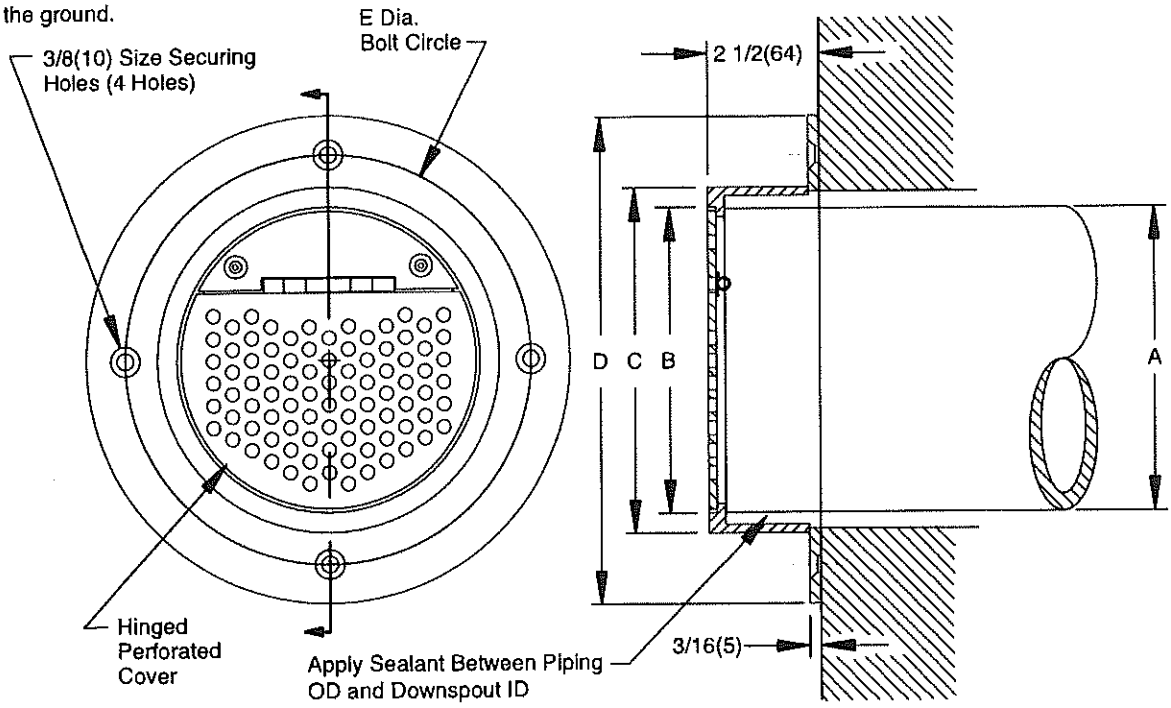
SMITH® JAY R. SMITH MFG. CO.®
MEMBER OF MORRIS GROUP INTERNATIONAL
POST OFFICE BOX 3237
MONTGOMERY, ALABAMA 36109-0237 (USA)
TEL: 334-277-8520 FAX: 334-272-7396 www.jrsmith.com
CUSTOMER DRIVEN SINCE 1925
MEMBER OF:

LOCATION

SPECIAL PURPOSE DOWNSPOUT COVER

FUNCTION: Used as a downspout cover on a wall where an overflow roof drain concealed leader discharges rainwater to the ground.



FRONT VIEW **RIGHT SIDE SECTION VIEW**

A (Pipe Size)	B DIA.	C DIA.	D DIA.	E DIA.
0150(38)	3 1/2(89)	4 1/2(115)	7 11/16(194)	6(150)
02(50)	3 1/2(89)	4 1/2(115)	7 11/16(194)	6(150)
03(75)	3 1/2(89)	4 1/2(115)	7 11/16(194)	6(150)
04(100)	4 9/16(116)	5 9/16(142)	8 3/4(220)	7 1/8(181)
05(125)	5 5/8(143)	6 5/8(166)	9 13/16(251)	8 1/4(210)
06(150)	6 11/16(169)	7 11/16(194)	10 7/8(276)	9(230)
08(200)	8 11/16(219)	9 11/16(249)	12 7/8(328)	11 1/4(285)
10(250)	10 13/16(276)	11 13/16(301)	15(380)	13 1/2(345)
12(305)	12 13/16(326)	13 13/16(351)	17(430)	15 1/2(395)
15(380)	16(405)	16 15/16(429)	20 1/8(513)	18 1/2(470)
16(405)	16(405)	16 15/16(429)	20 1/8(513)	18 1/2(470)
18(457)	18 9/16(471)	18 15/16(481)	22 1/4(565)	20 3/8(517)

Fig. 1775 .....DOWNSPOUT COVER

REGULARLY FURNISHED:
Fabricated Type 304 Stainless Steel Downspout Cover with Hinged Perforated Cover.

VARIATIONS:
Vandal Proof -U

OPTIONAL MATERIALS:
Fabricated Polished Brass -PB
Fabricated Chrome Plated Brass -CP

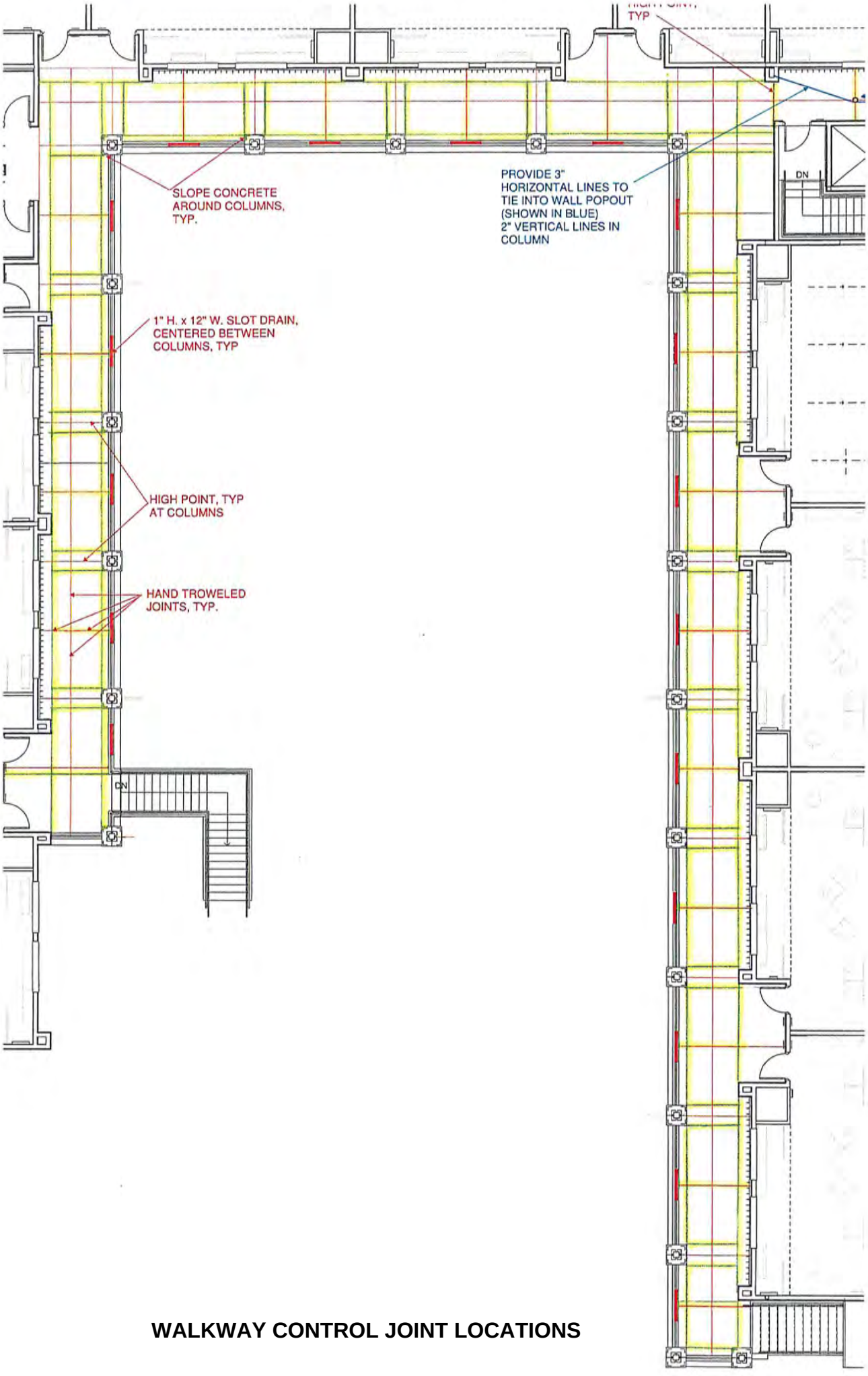
NOTE: Dimensions shown in parentheses are in millimeters.

REV.	DATE	DESCRIPTION	BY	CKD. BY
F	9-18-17	Added Note	TBW	AM
E	12/11/14	Added 16" & 18" Outlets	TBW	TWK
D	04/27/09	Added Function	JJ	CL
C	6-16-08	Revised Cover	TBW	CL

WEIGHT POUNDS | VOLUME CUBIC FEET | FIGURE NUMBER 1775

FIGURE NUMBER 1775 | DRAWN BY: JJ | CHECKED BY: JM | APPROVED BY: JM | DATE: 03-07-05 | SCALE: NONE | SIZE A | DRAWING NUMBER s1775 | F

DIMENSIONS ARE SUBJECT TO MANUFACTURERS TOLERANCE AND CHANGE WITHOUT NOTICE
WE CAN ASSUME NO RESPONSIBILITY FOR USE OF SUPERSEDED OR VOID DATA



WALKWAY CONTROL JOINT LOCATIONS

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 225 R1

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

RFI 336 Furred Kindergarten TV Walls

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide furred walls at the TV locations in the Kindergarten Building per RFI 336. Reason: Required because as originally designed, the TVs would interferer with ADA path of travel. Requested By: SVA Architetcts Ref: RFI 336	Pacific Interiors Enterprise	14,689
	Subtotal:	14,689
Contractual Costs		
Overhead 15%		2,203
	Subtotal:	2,203
	Total Change Order Request Amount:	**16,892**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 07R

Scope of Work: RFI #336 - Kindergarten Building install 1-5/8" furring w/ 2-layers of 5/8" gypsum board

Schedule of Values

Labor	10792.15
Material	1366.66
Equipment - Scissor Lift	495.00
Tax 7.75% Fuel 1%	119.58
Subtotal	12773.39
Bond @ 0	0.00
Overhead & Profit @ 15%	1916.01
Total	$ 14,689

Labor	Hours	Rate	Extension	Total
Framer/Installer	88	74.78	6580.64	6580.64
Drywall Finisher	42	68.48	2876.16	9456.80
Foreman	17	78.55	1335.35	10792.15
	0	0.00	0.00	10792.15

Material	Quantity	Unit	Extension	Total
1-5/8" x 20ga studs	48	6.95	333.60	333.60
1-5/8" x 20ga track	24	6.85	164.40	498.00
5/8" Gypsum Board	24	13.20	316.80	814.80
Screw Fasteners	2	85.00	170.00	984.80
Joint Compound	2	8.80	17.60	1002.40
Joint Tape	2	5.75	11.50	1013.90
Cornerbead Trim	24	3.25	78.00	1091.90
Delivery/Stocking	1	274.76	274.76	1366.66
	0	0.00	0.00	1366.66
	0	0.00	0.00	1366.66
	0	0.00	0.00	1366.66

ONSITE CRAFT LABOR
SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Finisher
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 336

Project: Elm Elementary School Reconstruction Project

Date: 01-29-18
Discipline: Audio / Visual

Subject: TV Locations - Kindergarten Building

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Please provide locations and heights for all TV's in the Kindergarten Building. Also, please clarify if the additional AV boxes that are not at the TV locations are required Please advise.

ANSWER

See attached sketch for the TV locations in the Kindergarten Building Mount TVs at 4'-0" AFF. Provide furred walls below TVs per the attached sketch All AV boxes that were required in the Classroom Building for the TV's will be incorporated into the Kindergarten Building.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Claridge Products and Equipment Inc	Barb Snyder	3/19/2018
Abdellatif Enterprises Inc	Cecil Rodriguez	3/19/2018
Pacific Interiors Enterprise	Curtis Dowell	3/19/2018
Taft Electric Co	Matt Gobuty	3/19/2018

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: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 336

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 01-29-18
Discipline: Audio / Visual

Subject: TV Locations - Kindergarten Building

Response Requested By: 02-05-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

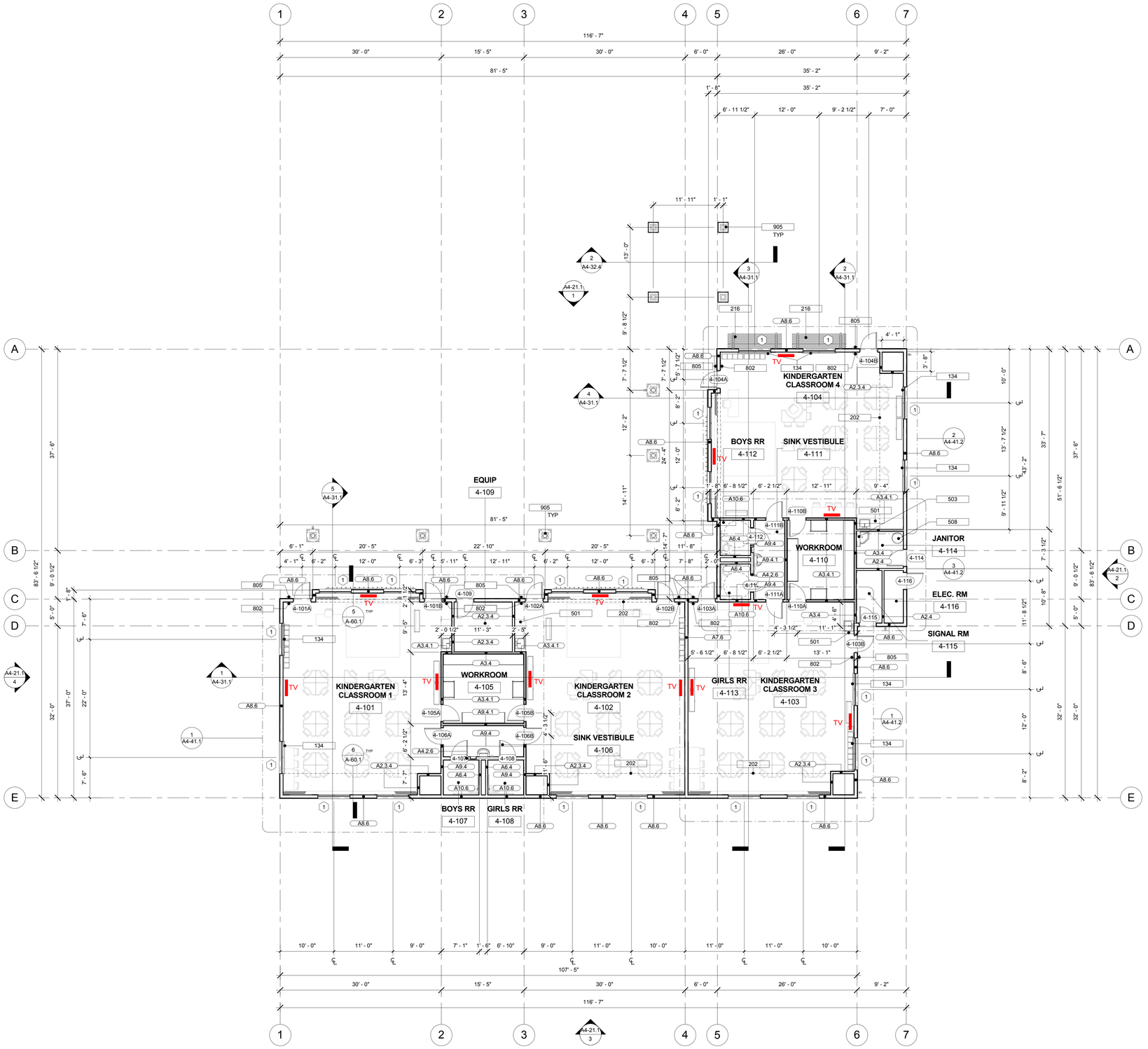
Please provide locations and heights for all TV's in the Kindergarten Building. Also, please clarify if the additional AV boxes that are not at the TV locations are required Please advise.

ANSWER

See attached sketch for the TV locations in the Kindergarten Building. Mount TVs at 4'-0" AFF. Provide furred walls below TVs per the attached sketch. All AV boxes that were required in the Classroom Building for the TV's will be incorporated into the Kindergarten Building.

Response Provided By:	Tom Bardwell	SVA Architects	3-16-18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



TV LOCATION

KEYNOTE LEGEND

- 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
- NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A4-52.1
- NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A4-52.2
- 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.

FLOOR PLAN LEGEND

?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
216	SUN SHADE AT KINDERGARTEN BUILDING PER DETAIL 4/A-64.6
302	MECHANICAL EQUIPMENT PER MECHANICAL DRAWINGS
501	PLASTIC LAMINATE CASEWORK W/ 4" BACKSPLASH - WITH STAINLESS SINK, REFER INTERIOR ELEVATION FOR TYPE. ANCHORAGE PER DETAIL 3/A-64.3
503	UTILITY SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
508	WATER HEATER PER PLUMBING DRAWINGS
516	CUSTODIAL SINK PER PLUMBING DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
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, CA 93033

LICENSED ARCHITECT ROBERT M. SIMON No. C-18311 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: 01/08/16

PROJECT NO: 1340159-Bldg 4

SCALE: As indicated

SHEET NUMBER: A4-11.1

SHEET TITLE:

KINDERGARTEN - BLDG. 4 - FLOOR PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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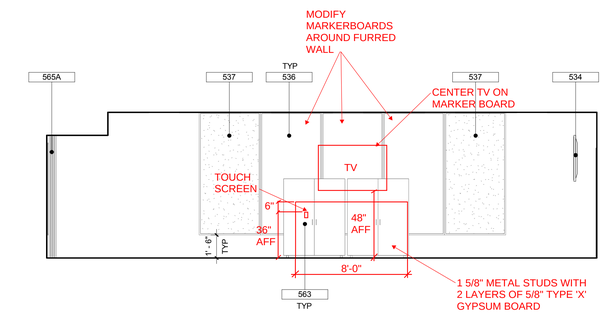
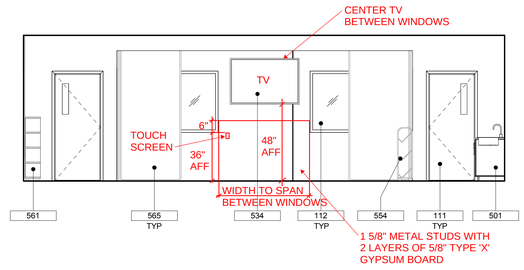
KINDERGARTEN COMPLEX FLOOR PLAN | 1/8" = 1'-0" | 1



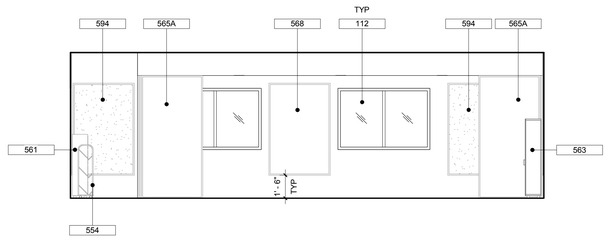
FURRED WALL BELOW TV

4-103 KINDERGARTEN CLASSROOM - NORTH | 1/4" = 1'-0" | 8

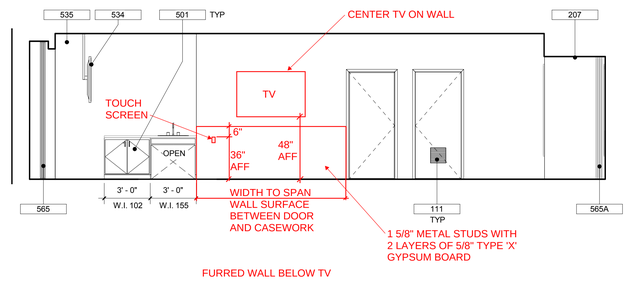


FURRED WALL BELOW TV

4-101 KINDERGARTEN CLASSROOM (4-102 SIM) - NORTH | 1/4" = 1'-0" | 1

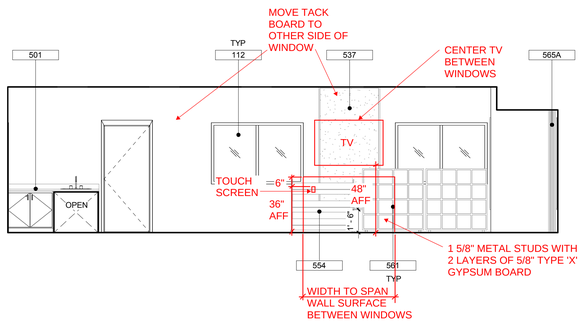


4-103 KINDERGARTEN CLASSROOM - WEST | 1/4" = 1'-0" | 7



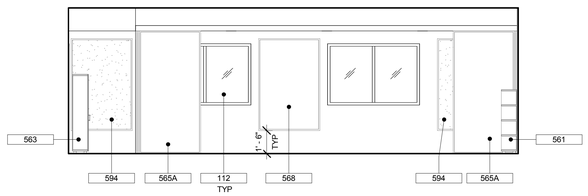
FURRED WALL BELOW TV

4-101 KINDERGARTEN CLASSROOM (4-102 SIM) - EAST | 1/4" = 1'-0" | 2

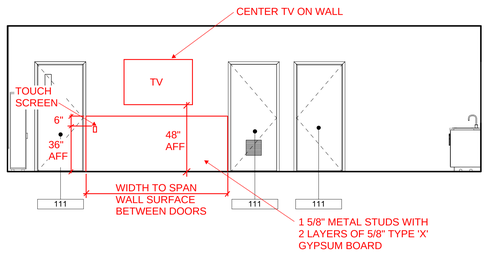


FURRED WALL BELOW TV

4-103 KINDERGARTEN CLASSROOM - SOUTH | 1/4" = 1'-0" | 6

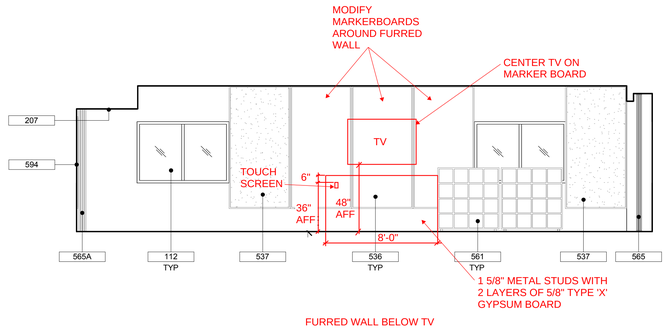


4-101 KINDERGARTEN CLASSROOM (4-102 SIM) - SOUTH | 1/4" = 1'-0" | 3



FURRED WALL BELOW TV

4-103 KINDERGARTEN CLASSROOM - EAST | 1/4" = 1'-0" | 5



FURRED WALL BELOW TV

4-101 KINDERGARTEN CLASSROOM (4-102 SIM) - WEST | 1/4" = 1'-0" | 4

?	DESCRIPTION
111	DOOR PER OPENING SCHEDULE
112	GLAZING PER OPENING SCHEDULE
207	CEILING FRAMING, REFER TO 1/A-64.2
501	PLASTIC LAMINATE CASEWORK W/ 4" BACKSPLASH - WITH STAINLESS SINK, REFER INTERIOR ELEVATION FOR TYPE. ANCHORAGE PER DETAIL 3/A-64.3
534	CEILING MOUNTED 60" FLAT SCREEN DISPLAY W/ VERTICAL RETRACTABLE MOUNT, MOUNTED AT 5'-0" A.F.F. REFER TO DETAIL 11/A-64.3
535	WALL MOUNTED MARKERBOARD (WHITEBOARD) - 3'W X 8'H, SEE SPECS AND DET. 12/A-64.3 FOR ATTACHMENT TO WALL
536	WALL MOUNTED MARKERBOARD (WHITEBOARD) - 4'W X 8'H, SEE SPECS AND DET. 12/A-64.3 FOR ATTACHMENT TO WALL
537	WALL MOUNTED TACKBOARD - 4'W X 8'H, SEE SPECS AND DET. 12/A-64.3 FOR ATTACHMENT TO WALL
554	'HON' MOBILE BOOK CART/TRUCK - 36"W X 17"D X 42"H, O.F.O.I.
561	'GRESSCO' BACKPACK CUBBIES CART 3X3 CONFIGURATION (9 CUBBIES/UNIT), O.F.O.I.
563	'HON' LOCKING STORAGE CABIENT W/ CASTERS - 35"W X 24"D X 29.5"H, O.F.O.I.
565	FLOOR-TO-CEILING HORIZONTAL SLIDING UNIT SYSTEM WALL, THREE-TRACK CONFIGURATION PER DETAIL 13/A-64.3 (TOP AND BOTTOM LENGTH OF TRACK PER PLAN) - (4'W X 9'H PER PANEL). PROVIDE 16" LONG MAGNETIC MARKER BOARD TRAY
565A	FLOOR-TO-CEILING HORIZONTAL SLIDING UNIT SYSTEM WALL, FOUR-TRACK CONFIGURATION PER DETAIL 13/A-64.3 - (4'W X 8'H PER PANEL). PROVIDE 16" LONG MAGNETIC MARKER BOARD TRAY
568	WALL MOUNTED MARKERBOARD (WHITEBOARD) - 4'W X 6'H, SEE SPECS AND DET. 12/A-64.3 FOR ATTACHMENT TO WALL
594	WALL MOUNTED TACKBOARD - 4'W X 6'H, SEE SPECS AND DET. 12/A-64.3 FOR ATTACHMENT TO WALL

KEYNOTE LEGEND

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA 93033

LICENSED ARCHITECT ROBERT M. SIMON No. C-18311 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: 01/08/16

PROJECT NO: 1340159-Bldg 4

SCALE: As indicated

SHEET NUMBER: A4-51.1

SHEET TITLE:

KINDERGARTEN - BLDG. 4 - INTERIOR ELEVATIONS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 226 R1

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

RFI 387 Marker Board Draft Stop

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install a draft stop above the marker board soffits. Reason: As originally designed, the area above the marker board soffits are accessible areas that would have needed to be fire sprinkled to comply with the code. An alternate would be to install a draft stop which is the path directed in RFI 387. Requested By: SVA Architects Ref: RFI 387	Pacific Interiors Enterprise	10,574
	Subtotal:	10,574
Contractual Costs		
Overhead 15%		1,586
	Subtotal:	1,586
	Total Change Order Request Amount:	**12,160**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 08R

Scope of Work: RFI #387 - Classroom Building install draft stop framing with 1-5/8" x 20ga metal studs drywall 1-side with fire tape

Schedule of Values

Labor	8076.98
Material	798.10
Equipment - Scaffolding	250.00
Tax 7.75% Fuel 1%	69.83
Subtotal	9194.91
Bond @ 0	0.00
Overhead & Profit @ 15%	1379.24
Total	$ 10,574

Labor	Hours	Rate	Extension	Total
Framer/Installer	64	74.78	4785.92	4785.92
Drywall Finisher	32	68.48	2191.36	6977.28
Foreman	14	78.55	1099.70	8076.98
	0	0.00	0.00	8076.98

Material	Quantity	Unit	Extension	Total
1-5/8" x 20ga studs	30	6.95	208.50	208.50
1-5/8" x 20ga track	21	6.85	143.85	352.35
5/8" Gypsum Board	9	13.20	118.80	471.15
Screw Fasteners	1	85.00	85.00	556.15
Joint Compound	2	8.80	17.60	573.75
Joint Tape	1	5.75	5.75	579.50
Delivery/Stocking	1	218.60	218.60	798.10
	0	0.00	0.00	798.10
	0	0.00	0.00	798.10
	0	0.00	0.00	798.10
	0	0.00	0.00	798.10

ONSITE CRAFT LABOR
SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Finisher
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 387

Project: Elm Elementary School Reconstruction Project

Date: 03-08-18
Discipline: Fire Protection

Subject: Fire Protection in Marker Board Soffit

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
FP02		
FP03		
A1-11.4		
A1-11.5		

QUESTION

The large marker board soffit(s) in all the classrooms are an accessible space because they have a access panel for the mechanical ducting. However, there are no upright sprinklers shown inside the soffit. Please advise if upright fire sprinkler heads are required in the large marker board soffits.

ANSWER

Upright sprinklers or heat detectors are not required if a draft stop is provided above the marker board soffit. The area above the soffit shall not be more than 50 SF. Field verify draft stop location with MEP/FS equipment running above the soffit. Draft stop can be constructed with wood or metal framing and (1) layer 5/8" Type 'X' gypsum board on one side.

Tom Bardwell - SVA Architects
4/13/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	4/16/2018
Abdellatif Enterprises	Hazem Abdella<f	4/16/2018
Taft Electric	Matt Gobuty	4/16/2018
Vanguard Painting	Thomas Roerich	4/16/2018
Superior Fire	Tom Wilson	4/16/2018

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: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 387

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 03-08-18
Discipline: Fire Protection

Subject: Fire Protection in Marker Board Soffit

Response Requested By: 03-15-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
FP02		
FP03		
A1-11.4		
A1-11.5		

QUESTION

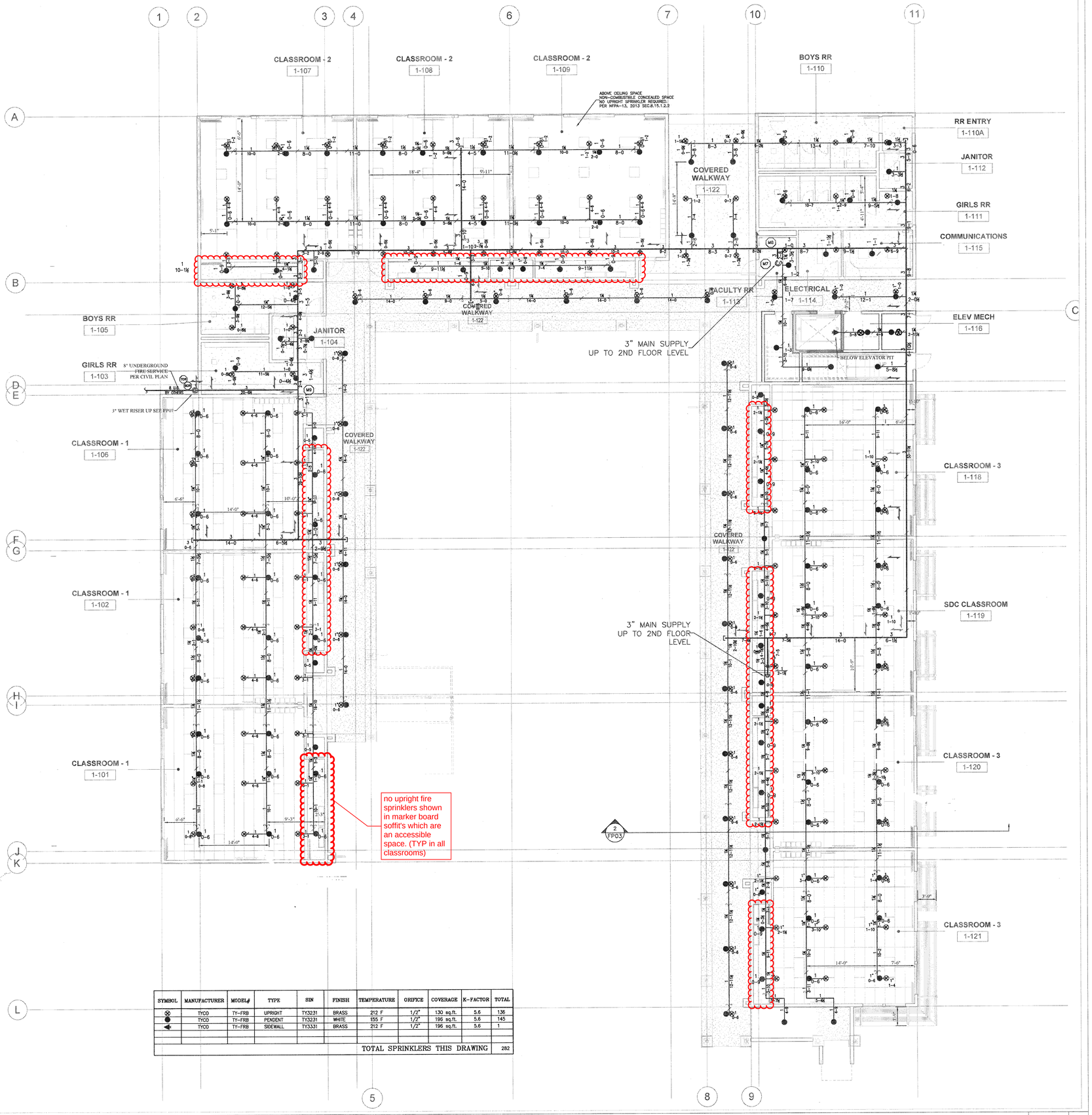
The large marker board soffit(s) in all the classrooms are an accessible space because they have a access panel for the mechanical ducting. However, there are no upright sprinklers shown inside the soffit. Please advise if upright fire sprinkler heads are required in the large marker board soffits.

ANSWER

Upright sprinklers or heat detectors are not required if a draft stop is provided above the marker board soffit. The area above the soffit shall not be more than 50 SF. Field verify draft stop location with MEP/FS equipment running above the soffit. Draft stop can be constructed with wood or metal framing and (1) layer 5/8" Type 'X' gypsum board on one side.

Response Provided By:	Tom Bardwell	SVA Architects	4/13/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



SYMBOL	MANUFACTURER	MODEL#	TYPE	SIN	FINISH	TEMPERATURE	ORIFICE	COVERAGE	K-FACTOR	TOTAL
⊗	TYCO	TY-FRB	UPRIGHT	TY3231	BRASS	212 F	1/2"	130 sq.ft.	5.6	136
●	TYCO	TY-FRB	PENDENT	TY3231	WHITE	155 F	1/2"	196 sq.ft.	5.6	145
◀	TYCO	TY-FRB	SIDEWALL	TY3331	BRASS	212 F	1/2"	196 sq.ft.	5.6	1
						TOTAL SPRINKLERS THIS DRAWING				282

FIRE SPRINKLER PIPING PLAN 1/8" = 1'-0" 1

LEGEND

- BRANCH LINE
- MAIN LINE
- HANGERS SEE DETAIL 2,3,&4/FP07
- WIRE RESTRAINT SEE DETAIL 5&6/FP07 MAXIMUM SPACING 20'-0"
- LATERAL EARTHQUAKE BRACE INSTALL PERPENDICULAR TO PIPE MAXIMUM SPACING 15'-0" SEE DETAIL 3A/FP03
- LONGITUDINAL EARTHQUAKE BRACE INSTALL PARALLEL TO PIPE MAXIMUM SPACING 60'-0" SEE DETAIL 3B/FP03

DETAIL# @ FP07	LOCATIONS WHERE IT USED
#2	@ SIDE OF SOLID WOOD
#3	@ SIDE OF TJI JOIST
#4	@ SIDE OF SOLID WOOD
#6	@ SIDE OF SOLID WOOD
#13	@ WALL ADJACENT TO RISERS
#14	@ TJI JOISTS
#15	@ OPEN WEB TRUSS
#16	@ OPEN WEB TRUSS
#17	@ OPEN WEB TRUSS
#19	@ OPEN WEB TRUSS

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18501 JAN. 31, 2017 STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER MICHAEL MOZART No. 22381 EXP. 12/31/16 MECHANICAL STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC FLS SS

DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE
△		
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△		

DATE ISSUED: 07/01/2016

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: FP02

SHEET TITLE:

CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN

SVA ARCHITECTS

3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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DSA SUBMITTAL

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 227 R0

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

RFI 371 Fire Caullking

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install fire caulking per RFI 371 at wood penetrations. Reason: Per IOR interpretation. Requested By: SVA Architects Ref: RFI 371	Pacific Interiors Enterprise	1,768
	Subtotal:	1,768
Contractual Costs		
Overhead 15%		265
	Subtotal:	265
	Total Change Order Request Amount:	**2,033**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 15R

Scope of Work: RFI #371, 387, 418, 425 - Install fire caulking at wood penetrations

Schedule of Values

Labor	924.48
Material	563.72
Equipment	0.00
Tax 7.75% Fuel 1%	49.33
Subtotal	1537.53
Bond @ 0	0.00
Overhead & Profit @ 15%	230.63
Total	$ 1,768

Labor	Hours	Rate	Extension	Total
Framer/Installer	0	74.78	0.00	0.00
Drywall Finisher	13.5	68.48	924.48	924.48
Foreman	0	78.55	0.00	924.48
	0	0.00	0.00	924.48

Material	Quantity	Unit	Extension	Total
Fire Caulking	26	20.72	538.72	538.72
Delivery	1	25.00	25.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72
	0	0.00	0.00	563.72

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		3/2/18

STREET	JOB NAME	JOB NUMBER
	ELM SCHOOL	

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE
	OXNARD	CA

DESCRIPTION

CLASSROOMS 104, 105, 106, 107

FIRECAULKING FRAMING PENETRATIONS @ AT SOFFITS

RFI # 371

PER STEVE

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FINISHER	R. SERRUYA					4				

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRE CAULK	8 TUBES		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: Bernards
Signature: Gina Sior
Print Name: Gina Sior
Date: 3/2/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

OPEN

MORE HOURS PENDING

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		5/8/18

STREET	JOB NAME	JOB NUMBER
	ELM SCHOOL	

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE
	OAKLAND	CA

DESCRIPTION FIRECAULKING AT WOOD PENETRATIONS

1st Floor exterior walkway penetrations through double drywall - AK

closed on 5/10/18

HILTI 606 per Steve

LABOR

AR AR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FINISHER	F. SEQUOIA		1	2	1					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
5/8 FIRE CAULKING HILTI 606	3		
5/9 FIRE CAULKING HILTI 606	4		
5/10 " " " "	1		

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/11/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

OPEN RFI 387

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BERNARDS	PHONE:	DATE: 5/10/18	
STREET:	JOB NAME: ECM SCHOOL	JOB NUMBER:	
CITY:	STATE:	JOB ADDRESS:	
EXISTING CONTRACT NO.:	CITY: OXNARD	STATE: CA	

DESCRIPTION: CLASSROOMS LVL 1 MARKER BOARD SOFFIT

5/10 FIRE CAULK SPRINKLER PENETRATIONS AT DRAFT STOP
- Level 1 complete

~~Work belonged to Superior Fire~~ Per RFI # 387 for the added draft stop.

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FINISHER	A. GUERRERO				1					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRECAULK HILTI	1 TUBE		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 5/11/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

RFI # 418 & 425

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

Closed

CUSTOMER NAME	PHONE	DATE
BERNARDS		6/4/18

STREET	JOB NAME	JOB NUMBER

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE

DESCRIPTION

FIRE CAULK FRAMING PENETRATIONS AT CEILING OF ~~BR~~ WALK WAY DUE TO INSTALL OF SOFFIT HANGERS

Per RFI (s) 418 & 425 which added soffits to 21 walkaway - framing penetrations needed to be fire caulked.
-closed 6/5/18

LABOR

6/4 6/5

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FINISHER	F. SCHOVIA	2.5	2							

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
CP 606 HILTI 6/4 6/5	5 TUBES 4 TUBES		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/5/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 371

Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Fire Protection

Subject: Fire Rating Clarifications - Bldg 1

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per the IOR's inquiry, please advise if the following beams, steel columns and section of roof must be fire rated. See attachment.

ANSWER

Revised response: 4/12/18

Beams and steel columns indicated in the attached pictures are to be one hour fire rated Wrap with one layer of 5/8" Type 'X' Gypsum Board.

Section of roof indicated in picture at second floor breezeway, continue roof assembly in that area with 2 layers of Dens Gold. Apply T1-11 over Dens Gold in breezeway.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	3/13/2018
Abdellatif Enterprises Inc	Hazem Abdella8f	3/13/2018
Perlite Plastering Co Inc	Ron Casman	3/13/2018

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: Alex Rivera - Bernards

REQUEST FOR INFORMATION

RFI No.: 371

To: Tom Bardwell
Date: 02-21-18

Company: SVA Architects
Discipline: Fire Protection

Project: Elm Elementary School Reconstruction Project

Subject: Fire Rating Clarifications - Bldg 1
Response Requested By: 02-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per the IOR's inquiry, please advise if the following beams, steel columns and section of roof must be fire rated. See attachment.

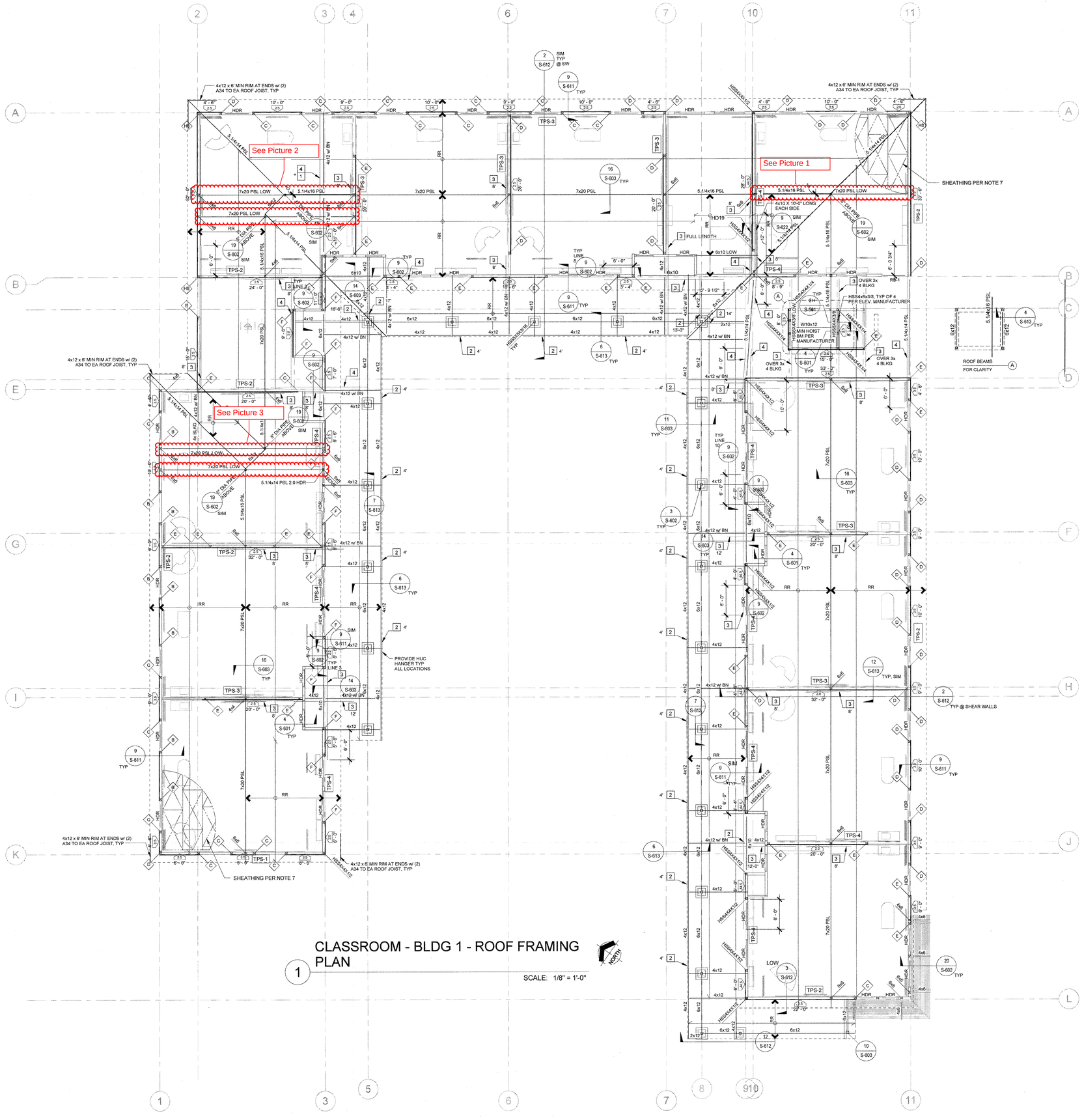
ANSWER

Beams and steel columns indicated in the attached pictures are to be one hour fire rated. Wrap with one layer of 5/8" Type 'X' Gypsum Board.

Section of roof indicated in picture at second floor breezeway, continue roof assembly in that area with 2 layers of Dens Gold. Apply T1-11 over Dens Gold in breezeway.

Response Provided By:	Tom Bardwell	SVA Architects	3/12/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

1

SCALE: 1/8" = 1'-0"

FRAMING NOTES:

1. FOR GENERAL NOTES AND ABBREVIATIONS SEE SHEETS S-001 AND S-002
2. FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
3. FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
4. 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.
5. VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
6. CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
7. TYPICAL FLOOR SHEATHING: (CLASS ROOM 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 16/S-622 (TYP UNO)
8. PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = $2.0x10^6$ PSI OR E = $2.2x10^6$ PSI AS SHOWN
9. RT OR GT w/ BN INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MPR OVER LENGTH OF MEMBER.
10. 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
11. 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.
12. PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

FRAMING LEGEND

1. HDR — HEADER PER DETAILS 1 & 2/ S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
2. 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
3. 6x DROP — DROP BEAM, ALIGN TOP BEAM w/ BOTTOM OF JOISTS, AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
4. RT = ROOF TRUSSES; FJ = FLOOR JOIST RR = ROOF RAFTER SEE JOIST SCHEDULE BELOW
5. SHEAR PANEL EXTENT; SHEAR WALL MARK PER DET 2/S-621; MIN SHEAR WALL LENGTH
6. 4x HDU — INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
7. # — HOLDDOWN MARK TO WOOD POST PER DET 4/S-621
8. 1 — CONSTRUCTION NOTE PER KEY
9. TPS-1 — INDICATES TOP PLATE SPLICE PER DET 18/S-621

CONSTRUCTION NOTE KEY

1. INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.1/8" OC
2. INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
3. INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC
4. 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-I65	24" OC	23'-0"
RR	2x12	24" OC	16'-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-I90HS	16" OC	33'-0"
NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.			

HOLDOWN SCHEDULE					
SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	E8	6X8	HD12
C	6X6	HDU8	F8	6X8	HD19
D	6X6	HDU11	G8	6X8	(2) HDU11
E	6X6	HD12	H8	6X8	(2) HD12
F	6X6	HD19	J0	6X10	(2) HD19
G	6X6	(2) HDU11	H0	6X10	(2) HD12
H	6X6	(2) HD12	J2	6X12	(2) HD19
D4	4X8	HDU11	G0	6x10	(2) HDU11
H4	4X8	(2) HD12	B4	4X6	HDU5
			D8	6x8	HDU11

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

PETRA
17981 Sky Park Circle, Suite O, Irvine, CA 92614
Phone: (949) 768-7170

REGISTERED PROFESSIONAL ENGINEER PETER No. 5251 Exp. 8/31/17 STRUCTURAL STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC ✓ FLS _____ SS PR

DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016

PROJECT NO: 2013-75

SCALE:

SHEET NUMBER: S-113

SHEET TITLE:

CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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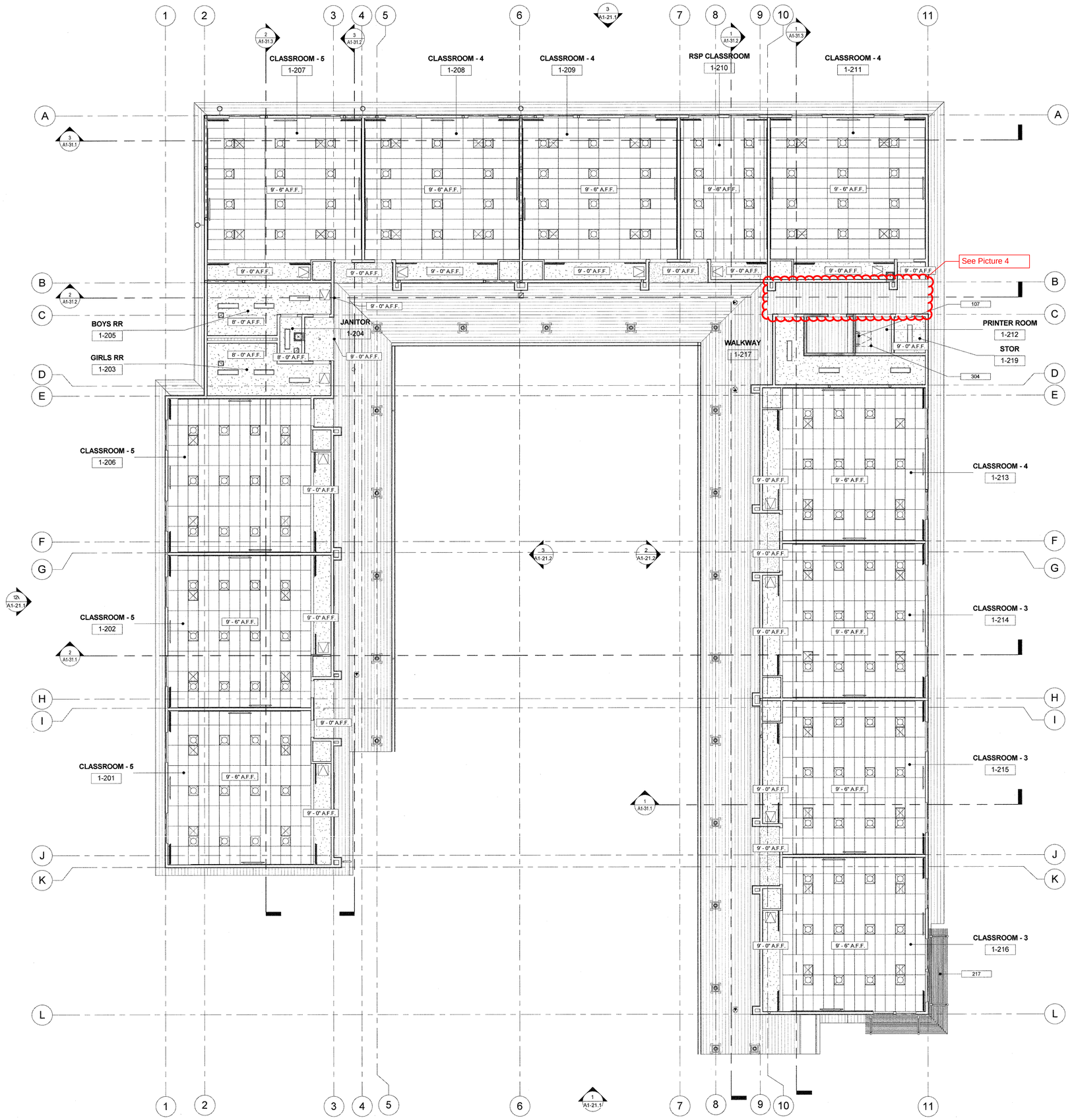

?	DESCRIPTION
107	ROOF LADDER PER DETAIL 2/A-64.4
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
304	ROOF HATCH, SEE DETAIL 9/A-63.1

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
- LCD — CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
- SP — A/V SYSTEM SPEAKER CEILING MOUNTED
- S — RECESSED CEILING INTERCOM SPEAKER
- SECURITY SENSOR CEILING MOUNTED
- WALL MOUNTED FIRE ALARM EQUIPMENT
- S — CEILING MOUNTED SMOKE DETECTOR
- LIGHT FIXTURE, WALL WASHER
- LIGHT FIXTURE, PENDANT, SUSPEND 24" FROM CEILING. BOTTOM OF FIXTURE NOT TO BE LESS THEN 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
- EXTERIOR PLASTER CEILING, SEE NOTE 3
- T1-11 SIDING, SEE NOTE 9

NOTES:
1. FOR SUSPENDED GYP BOARD CEILING, SEE SHEET A-64.2
2. SUSPENDED ACOUSTICAL CEILING, SEE SHEET A-64.1
3. EXTERIOR PLASTER CEILINGS, SEE SHEET A-64.2
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 A1-53.1 FOR INTERIOR FINISH LEGEND
8. ALL DUCTS SHALL BE PAINTED COLOR P-3, FLAT BLACK.
9. T1-11 SIDING, ATTACH TO UNDERSIDE OF FRAMING PER DETAIL 15/A-64.2. PRIME AND PAINT PER ARCHITECTS DIRECTION

* REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EMERGENCY LIGHTING.

REFLECTED CEILING PLAN - LEVEL 2 | 1/8" = 1'-0" | 1 | **RCP LEGEND**

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-15011 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC. NW FLS PH SS BS

DATE AUG 0 1 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-11.5

SHEET TITLE:

CLASSROOM - BLDG 1 - REFLECTED CEILING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3300 WWW.SVA-ARCHITECTS.COM

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Picture 1

Please advise if steel pipe and PSL beam need to be fire rated

Picture 2

Please advise if steel pipe(s) and PSL beam(s) need to be fire rated

Picture 3

Please advise if steel pipes(s) and PSL beam(s) need to be fire rated

Picture 4

Please advise if roof area above exterior breezeway must be rated?

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 228 R0

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

RFI 379 Fire Caulking

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add fire caulking at marker board soffits per RFI 379. Reason: Required because IOR's interpretation of code. Requested By: SVA Architects Ref: RFI 379	Pacific Interiors Enterprise	2,861
	Subtotal:	2,861
Contractual Costs		
Overhead 15%		429
	Subtotal:	429
	Total Change Order Request Amount:	**3,290**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 16R

Scope of Work: RFI #379 - Additional fire caulking at marker board soffits

Schedule of Values

Labor	1633.70
Material	785.20
Equipment	0.00
Tax 7.75% Fuel 1%	68.71
Subtotal	2487.61
Bond @ 0	0.00
Overhead & Profit @ 15%	373.14
Total	$ 2,861

Labor	Hours	Rate	Extension	Total
Framer/Installer	1	74.78	74.78	74.78
Drywall Finisher	9	68.48	616.32	691.10
Foreman	12	78.55	942.60	1633.70
	0	0.00	0.00	1633.70

Material	Quantity	Unit	Extension	Total
Fire Caulking	35	20.72	725.20	725.20
Caulking Gun	1	35.00	35.00	760.20
Delivery	1	25.00	25.00	785.20
	0	0.00	0.00	785.20
	0	0.00	0.00	785.20
	0	0.00	0.00	785.20
	0	0.00	0.00	785.20
	0	0.00	0.00	785.20
	0	0.00	0.00	785.20
	0	0.00	0.00	785.20
	0	0.00	0.00	785.20

PRODUCT 273

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		3/2/18
STREET	**JOB NAME**	**JOB NUMBER**
	ELM SCHOOL	
CITY / STATE	**JOB ADDRESS**	
EXISTING CONTRACT NO.	**CITY**	**STATE**
	OXNARD	CA

DESCRIPTION: CLASSROOMS 104, 105, 106, 107

FIRECAULKING FRAMING PENETRATIONS
@ AT SOFFITS

RFI # 379

PER STEVE

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FINISHER	R. SOLORIO					4				

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRECAULK	8 TUBES		

Verification of Time Only
Subject to the Terms and Conditions
~~of the Subcontract Agreement~~
By: Bernards
Signature: [signature]
Print Name: Gina Sier
Date: 3/2/18

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 _____

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		3/5/18

STREET	JOB NAME	JOB NUMBER
	ELM SCHOOL	

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE
	OXNARD	CA

DESCRIPTION

3/5 3/6 3/8

CLASSROOMS 108, 109, 119 118 120

FIRECAULKING AT FRAMING PENETRATIONS FOR SOFFIT

RFI# 379

LABOR

QS QS QS

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
R. FINISHER	R. SEGOVIA	3	1							
FINISHER	F. SEGOVIA				1					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRECAULKING 3/5	3 TUBES		
" 3/6	2 TUBES		
" 3/8	2 TUBES		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: Bernards
Signature: Gina Sierra
Print Name: Gina Sierra
Date: 3/8/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

RFI #379

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BERNARDS		PHONE	DATE: 3/22/18
STREET		JOB NAME: ELM SCHOOL	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY: OXNARD	STATE: CA

DESCRIPTION

CLASSROOM # 201, 202, 206, 207

FIRE CAULK FRAMING PENETRATIONS AT MARKER BOARD SOFFITS

LABOR

3/22

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FOREMAN	R. SEGOVIA				4.5					

QS

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRE CAULK	6 TUBES		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 3/23/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

RFI # 379

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		3/29/18

STREET	JOB NAME	JOB NUMBER

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE

DESCRIPTION

CLASSROOMS # 206, 209, 211, 214, 215, 216, 118

FIRECAULK FRAMING PENETRATIONS AT MARKERBOARD SOFFITS

LABOR

3/27 3/28 3/29 3/30

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FOREMAN	R. SEGOVIA		1.5	4	1	1				

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRE CAULKING 3/27	~~10~~ 2 TUBES		
" 3/28	8 TUBES		
3/29	2 TUBES		
	12 TOTAL TUBES		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 4/2/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

RFI 379

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		5/30/18

STREET	JOB NAME	JOB NUMBER
	ELM SCHOOL	

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE
	OXNARD	CA

DESCRIPTION

Room # 210
FIRE CAULK FRAMING HANGERS
AT MARKER BOARD SOFFIT

Closed as of 6/5/18 —AR—

5/30

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
HANGER	A. CONTRERAS			1						

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRE CAULK HILTI 606	2 TUBES		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature: [signature]
Print Name:
Date: 6/5/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 379

Project: Elm Elementary School Reconstruction Project

Date: 02-28-18
Discipline: Fire Protection

Subject: Additional Fire Caulking at Marker Board Soffits

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

The IOR is requesting that a bead of fire caulking be placed around every 2x4 framing member that drops from ceiling that make up the marker board soffit. However, detail 4/A-60.1 only calls out for "fire rated sealant, TYP" at the joint where the 2 different planes of drywall abut. Please advise if the additional fire caulking is required. See attachment for clarification.

ANSWER

Confirmed to fire caulk around each 2x4 member, since the 2x4s are penetrating the fire rated floor assembly.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	3/8/2018

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: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 379

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-28-18
Discipline: Fire Protection

Subject: Additional Fire Caulking at Marker Board Soffits

Response Requested By: 03-07-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

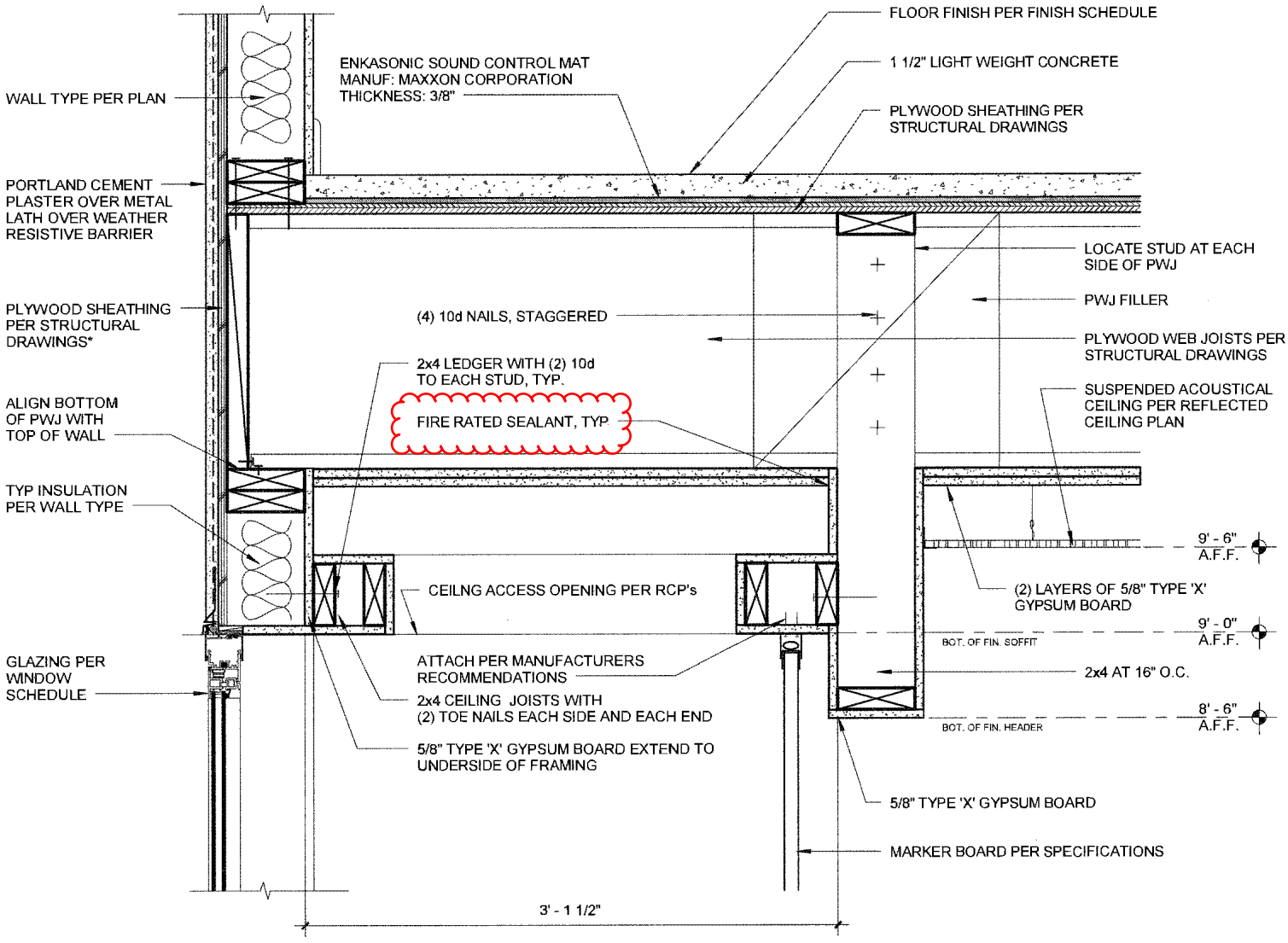
The IOR is requesting that a bead of fire caulking be placed around every 2x4 framing member that drops from ceiling that make up the marker board soffit. However, detail 4/A-60.1 only calls out for "fire rated sealant, TYP" at the joint where the 2 different planes of drywall abut. Please advise if the additional fire caulking is required. See attachment for clarification

ANSWER

Confirmed to fire caulk around each 2x4 member, since the 2x4s are penetrating the fire rated floor assembly.

Response Provided By:	Tom Bardwell	SVA Architects	3/7/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

NOTE:
FOR SOFFIT FRAMING, REFER TO DETAIL 18 AND 20/S-603

MARKER BOARD SOFFIT AT CLASSROOM BUILDING

1 1/2" = 1'-0"

4

Fire Caulk all (4) sides of every 2x4 of marker board soffit framing TYP.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 229 R1

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

Music Room Floor Boxes

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to remove drywall to install power and data conduits for music room floor boxes. Reason: Floor boxes were needed for each piano that were not called for in original contract documents. Requested By: SVA Architects Ref: Bulletin 18	Pacific Interiors Enterprise	1,688
	Subtotal:	1,688
Contractual Costs		
Overhead 15%		253
	Subtotal:	253
	Total Change Order Request Amount:	**1,941**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 17R

Scope of Work: CCD 23- Classroom #118 removed drywall for additional music room floor boxes
Bulletin #18 - Classroom #231 - removed drywall for power & data conduits

Schedule of Values

Labor	1453.15
Material	13.20
Equipment	0.00
Tax 7.75% Fuel 1%	1.16
Subtotal	1467.51
Bond @ 0	0.00
Overhead & Profit @ 15%	220.13
Total	$ 1,688

Labor	Hours	Rate	Extension	Total
Framer/Installer	15.5	74.78	1159.09	1159.09
Drywall Finisher	2	68.48	136.96	1296.05
Foreman	2	78.55	157.10	1453.15
	0	0.00	0.00	1453.15

Material	Quantity	Unit	Extension	Total
5/8" Drywall	1	13.20	13.20	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20
	0	0.00	0.00	13.20

ADDITIONAL WORK AUTHORIZATION

RFI #

Closed

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BERNARDS	PHONE:	DATE: 4/10/18	
STREET:	JOB NAME: FILM SCHOOL	JOB NUMBER:	
CITY:	STATE:	JOB ADDRESS:	
EXISTING CONTRACT NO.:	CITY: OXNARD	STATE: CA	

DESCRIPTION: Classroom # 118

Demo Ceiling for Blocking

-Drywall was removed for added music room floor boxes-#

LABOR 4/10

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Hvac Tech	A. Contreras		5							
Hvac Helper	R. Morales		5							
Foreman	S. Gamboa		1							

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/5/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

RFI #18 BULLETIN CLOSED

HRS STILL PENDING FOR TAPING

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BARNARDS		5/24/18

STREET	JOB NAME	JOB NUMBER
	FLM School	

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE
	OXNARD	CA

DESCRIPTION Classroom #213 Level 2 Bldg 1

Demo S/W at west wall for Elec. ADDS

Demo for power & data conduits needed for music room floor boxes - for Bulletin 18

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Hanger	A Miranda				2					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/5/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

BULLETIN #18 CLOSED

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		5/31/18

STREET	JOB NAME	JOB NUMBER
	ELM SCHOOL	

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE
	OXNARD	CA

DESCRIPTION

CLASSROOM #213

PATCH BACK T.V. FURRED WALL
1ST LAYER FIRETAPE & FIRECAULK
2ND LAYER @ CORNERBEAD
STUCK & CREAM - UP

-DEMO WAS NEEDED ~~FOR~~ TO ALLOW FOR POWER & DATA CONDUITS FOR MUSIC ROOM FLOOR BOXES, PER BULLETIN 18 CHANGES.

LABOR

5/31

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
HANGER	A CONTRERAS				3.5					
FOREMAN	S. GARCIA				1					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
4X12 X 5/8 D/W	1 SHEET		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/5/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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:

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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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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.)

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Company Name: Pacific Interiors Enterprises
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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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School
Bulletin # 18 Narrative

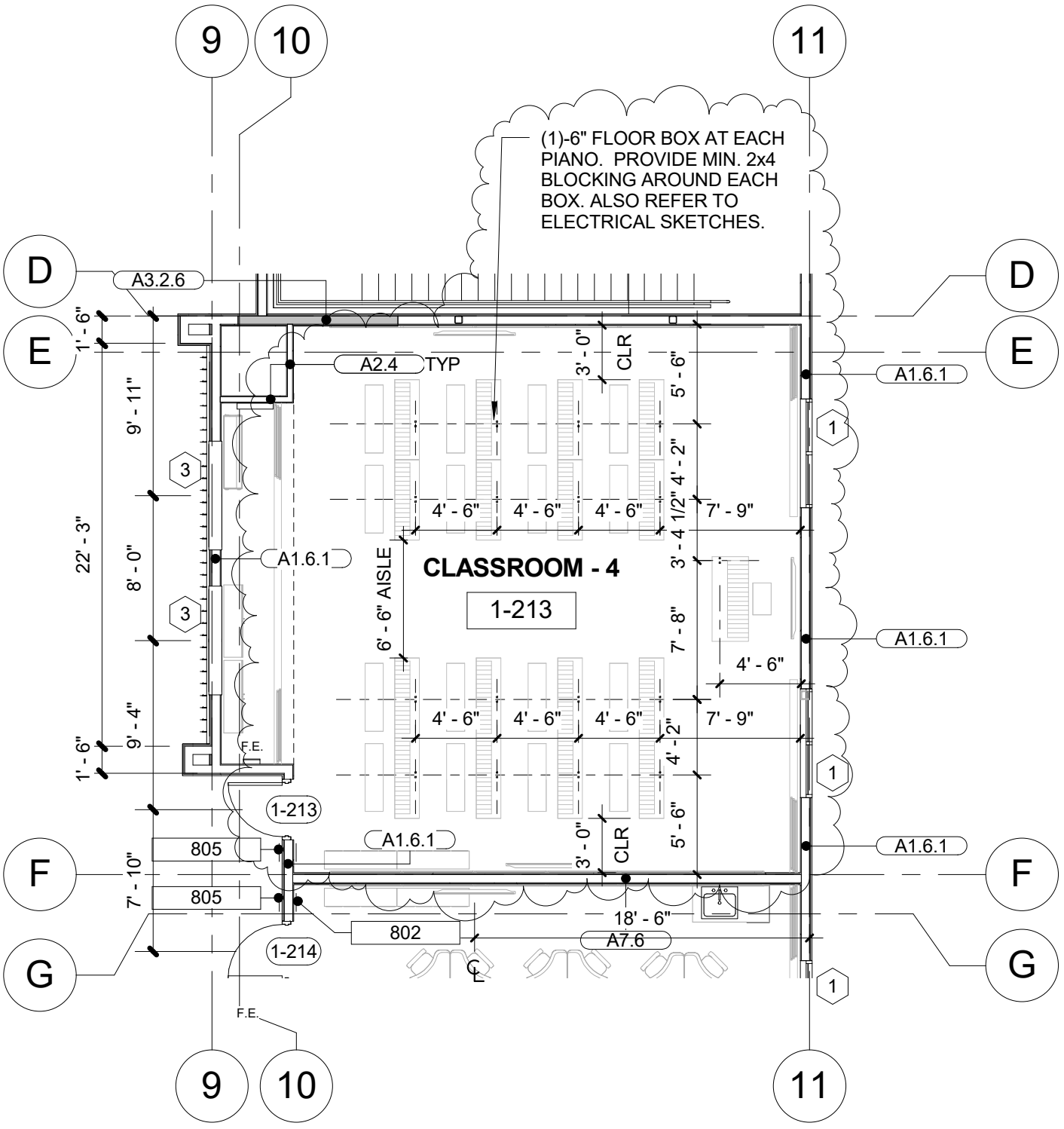
Revision: 5/11/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:
Added floor boxes (power and data) for pianos in music room.
Revised branch circuits CL4-7,9,11

Drawings
SKA-1: Classroom – Level 2 – Enlarged Floor Plan
SKE-1: Classroom – Level 2 – Enlarged Signal Plan
SKE-2: Classroom – Level 2 – Enlarged Power Plan
SKE-3 – Panel Schedule
Fire rated box cut sheet (Legrand Wiremold poke thru device)

Distribution:
District
Contractor
IOR



SVA ARCHITECTS 3 MacArthur Place, Suite 850 Santa Ana, California 92707 T. 949.809.3380 www.sva-architects.com	DESCRIPTION: CLASSROOM - LEVEL 2 - ENLARGED FLOOR PLAN	DRAWING REFERENCE: A1-11.2	BULLETIN #: 18
	PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE: SKA-1	DATE 12/04/17
	PROJECT NUMBER: 1340159		SCALE 1/8" = 1'-0"
			DRAWN BY Author

REFERENCE NOTES:

3 DATA OUTLET FOR CONNECTION TO CONTROL BOX TO BE MOUNTED ABOVE THE CEILING.

6 3-GANG WALL MOUNTED OUTLET BOX.
- (2) AV OUTLET
- (1) DATA OUTLET

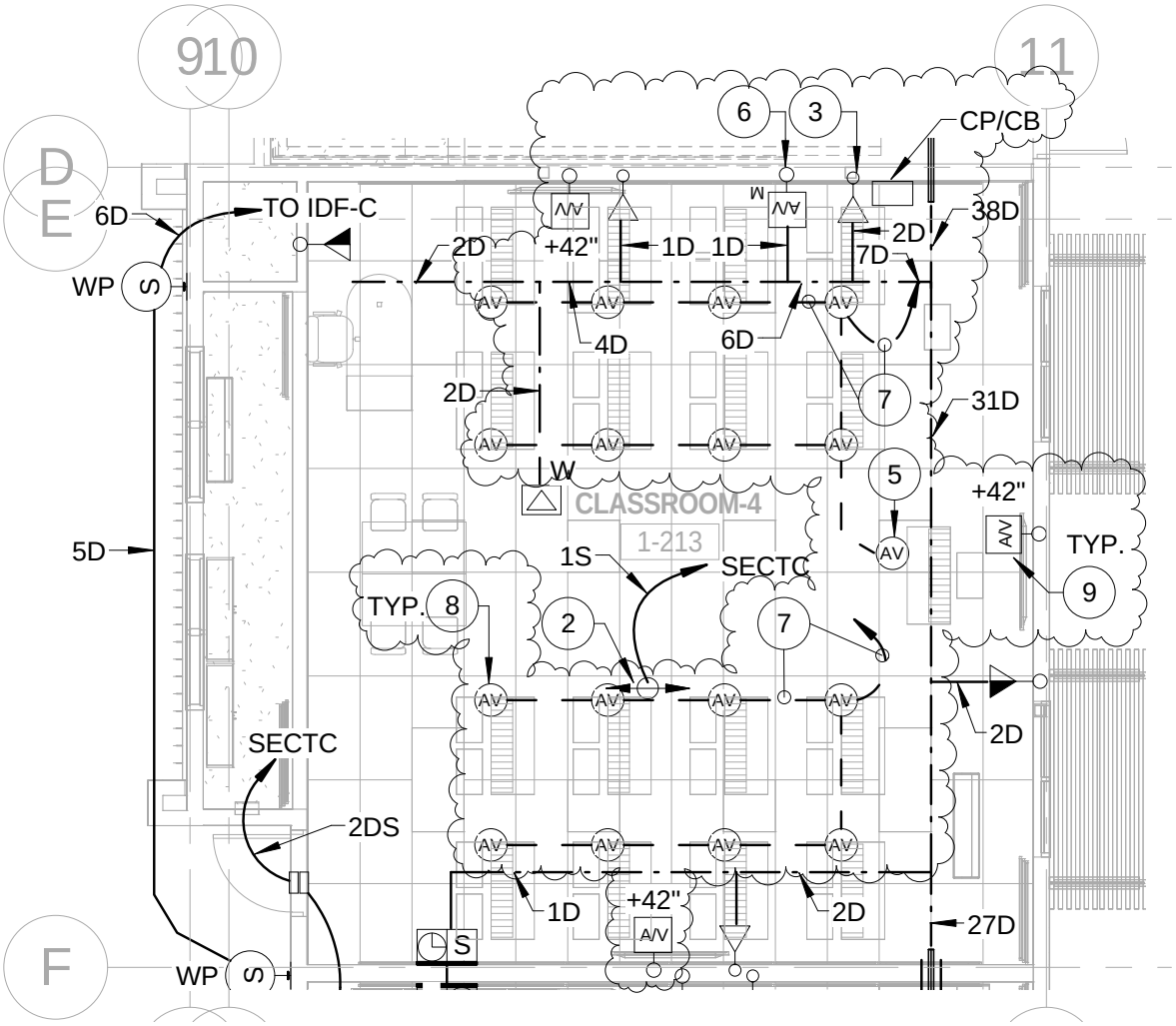
PROVIDE (2) 1 1/4"C. STUBBED UP ABOVE ACCESSIBLE CEILING.

7 PROVIDE (1)1-1/4" UNDERGROUND C.O. FROM AV BOX TO AV FLOOR OUTLETS.

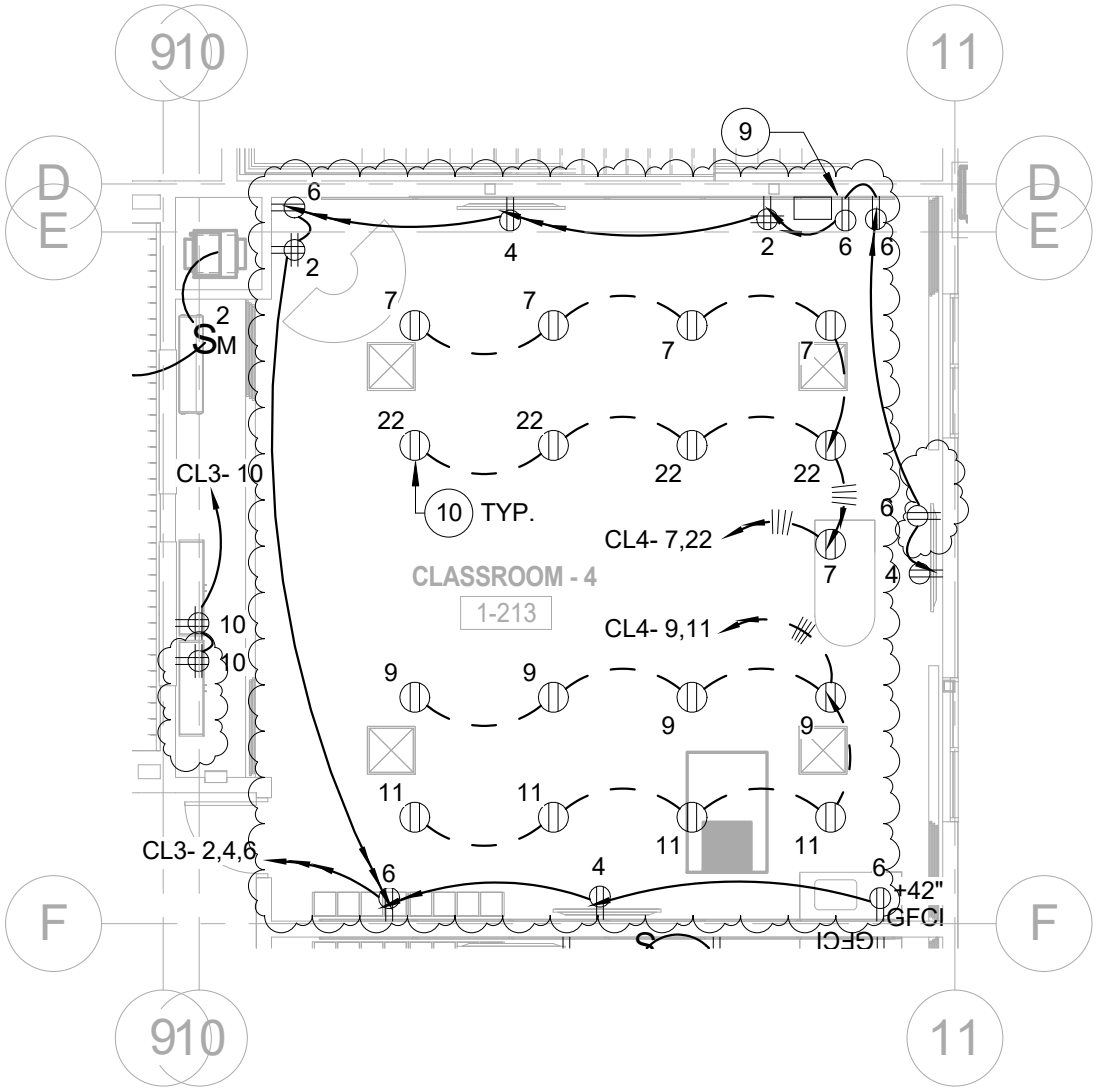
8 SINGLE GANG RECESSED FLOOR MOUNTED AV OUTLET.

9 2-GANG WALL MOUNTED OUTLET FOR TV.
- (1) HDMI OUTLET
- (1) SERIAL PORT

PROVIDE (1) 1 1/4"C. STUBBED UP ABOVE ACCESSIBLE CEILING.



SVA ARCHITECTS	DESCRIPTION: CLASSROOM - LEVEL 2 - SIGNAL PLAN	DRAWING REFERENCE: E1-2.2S	ASK #: SKE-1
	PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE: BULLETIN #18	DATE 11/06/17
	PROJECT NUMBER: 1340121		SCALE 1/8" = 1'-0"
			DRAWN BY Author



REFERENCE NOTES:

9 PROVIDE A DUPLEX RECEPTACLE FOR AV CONTROL BOX AND EXTEND THE EXISTING BRANCH CIRCUIT CL4-6 TO FEED IT. TO BE MOUNTED ABOVE THE CEILING

10 RECESSED FLOOR MOUNTED DUPLEX RECEPTACLE.

SVA ARCHITECTS

DESCRIPTION: CLASSROOM - LEVEL 2 - POWER PLAN		DRAWING REFERENCE: E1-2.2P	ASK #: SKE-2
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL		ISSUE REFERENCE: BULLETIN #18	DATE 11/06/17
			SCALE 1/8" = 1'-0"
PROJECT NUMBER: 1340121			DRAWN BY Author

Branch Panel: CL4

Location: COMMUNICATIONS 1-115
Supply From: CL
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 100 A
MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	ROOM 1-118 TEACHER COMPUTER	20 A	1	720 VA	540 VA					1	20 A	1ST FLR RESTROOM	2
3	ROOM 1-118 TVs	20 A	1			600 VA	1080...			1	20 A	1ST FLR RESTROOM	4
5	ROOM 1-118 C.O.	20 A	1					900 VA	540 VA	1	20 A	2ND FLR RESTROOM	6
7	ROOM 1-213 KEYBOARDS	20 A	1	1800...	360 VA					1	20 A	RSP CLASSROOM 1-210 TEACHER COMPUTER	8
9	ROOM 1-213 KEYBOARDS	20 A	1			1440...	720 VA			1	20 A	RSP CLASSROOM 1-210 C.O.	10
11	ROOM 1-213 KEYBOARDS	20 A	1					1440...	180 VA	1	20 A	LIGHTING CONTROL PANEL	12
13	PIANO LAB 1-118 CHARGERS	20 A	1	900 VA	360 VA					1	20 A	PRINTER ROOM 1-117	14
15	IDF RACKS	20 A	1			700 VA	500 VA			1	20 A	FA CABINETS (1)	16
17	SECURITY CABINET	20 A	1					180 VA	100 VA	1	20 A	ELEVATOR CAB LIGHTING	18
19	ELEVATOR PIT	20 A	1	503 VA	360 VA					1	20 A	PRINTER RM 1-212 RECEPTACLE	20
21	(1) CFSD	20 A	1			100 VA	1440...			1	20 A	ROOM 1-213 KEYBOARDS	22
23	RSP1-2 TO TV, CONTROL BOX	20 A	1					720 VA					24
25													26
27													28
29													30
31													32
33													34
35													36
37													38
39													40
41													42
		Total Load:		5443 VA		6580 VA		4060 VA					
		Total Amps:		47 A		57 A		34 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting	323 VA	125.00%	404 VA		
Other	100 VA	100.00%	100 VA	**Total Conn. Load:**	16083 VA
Power	9160 VA	100.00%	9160 VA	**Total Est. Demand:**	16164 VA
Receptacle	6500 VA	100.00%	6500 VA	**Total Conn.:**	45 A
				Total Est. Demand:	45 A

Notes:
(1) PROVIDE LOCK ON DEVICE

ASK #: SKE-3
DATE 10/25/17
SCALE N.T.S.
DRAWN BY Author
DRAWING REFERENCE: E1-5.3
ISSUE REFERENCE: BULLETIN #18
DESCRIPTION: PANEL SCHEDULES
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
PROJECT NUMBER: 1340121

SVA ARCHITECTS

WIREMOLD®
6" Evolution Series Poke-Thru Devices

Evolution Series – The Most Innovative Poke-Thru Devices in the Market

Designed for retrofit and new construction, Evolution Series 6" Poke-Thru devices provide convenient access to power, communications, and audio/video services recessed below floor level - providing maximum device protection. With 3-gangs of capacity that allow you to configure services for the needs of your space, services can be placed in any location within the unit.

The low-profile durable metal covers are available in six powder-coated finishes, designed to match any space. The cover also features sliding doors that allow cables to neatly egress from the unit, protecting cables while reducing tripping hazards.

Evolution Series 6" Poke-Thru devices are the perfect fit for meeting and training rooms, classrooms, healthcare facilities or commercial buildings with open-space architecture.

The interior of the Evolution™ Series 6" Poke-Thru Device.

FEATURES & BENEFITS

- **Recessed devices.** Three (3) compartments for power, communications, and/or A/V devices, all recessed 4" (102mm) below the floor level, providing maximum protection and device longevity.
- **Die-cast aluminum cover assemblies.** The Evolution Series poke-thru design includes all metal die-cast aluminum cover assemblies, available in powder coated finishes of black, brass, gray, nickel, bronze, and aluminum.
- **A/V compatible design.** The 6AT Series devices are designed to work with with Legrand's AVIP devices. Also compatible with most A/V manufacturers devices including their 1-gang decorator style design.
- **Flush tile version cover assemblies.** A flush style cover for tile applications allows the Evolution Series Poke-Thru Devices to be adjusted to the same level as the top surface of the floor covering. The tile cover is designed to be used in higher traffic applications, where a low profile is a must.
- **Auto-close egress doors.** Egress doors lock in position when slid open and automatically close around cables, reducing the egress opening to the smallest size possible.
- **Improved hinge design.** Provides greater durability while creating a more fluid, intuitive, opening and closing motion.
- **"Step-on-it" installation.** Quick and easy installation without the need for additional fasteners or a second installer.
- **Added furniture feed capacity.** The 6ATCFF Series Poke-Thru Device offers the largest dual service furniture feed capability on the market.
- **Pre-pour sleeve.** Creates a removable cast-in-place core hole that allows the contractor to position poke-thru units before concrete is poured. Eliminates the cost and labor of coring the opening.
- **TopGuard™ Protection.** All Evolution Series Poke-Thru Devices, like every Wiremold Poke-Thru Device, meet and exceed UL scrub water exclusion requirements for tile, carpet, and wood covered floors.
- **Meets ADA Accessibility Guidelines.** Wide trim flange is designed to meet the ADA Accessibility Guidelines as it pertains to ADA Standard 4.5 which addresses changes in floor and ground surface levels. The poke-thru trim flanges are beveled so the slope is no greater than 1:2 ratio.
- **Suitable for use in air handling spaces.** In accordance with Sec 300-22(C) of the National Electrical Code.
- **UL Listed and UL Fire Classified to U.S. and Canadian safety standards.** UL Fire rated for up to 2-hour rated floors maintains the fire classification of the floor.

For more information or to configure your own Evolution™ Series Poke-Thru Device, visit our online configurator at:
www.legrand.us/wiremold/evolution.

Evolution Series 6" Poke-Thru Device Specifications

Copper Cross Section:

The copper cross-sectional area determines the amount of wire fill capacity in a poke-thru device. Unlike other wire and cable management systems that utilize wire fill capacity, a poke-thru device is UL tested under fire conditions to determine the maximum amount of copper conductors that will pass through a poke-thru device, while maintaining the fire-rating of the floor assembly. All Legrand Poke-Thru Devices are UL Classified to U.S. and Canadian safety standards.

Copper Cross Sectional Area of Commonly Used Conductors		
Size	**Solid**	
#24	.00032 sq. in.	(.206mm²)
#23	.00040 sq. in.	(.258mm²)
#22	.00050 sq. in.	(.322mm²)
#14	.00323 sq. in.	(2.083mm²)
#12	.00512 sq. in.	(3.303mm²)
#10	.00815 sq. in.	(5.258mm²)
# 8	.01296 sq. in.	(8.361mm²)

NOTE: Use above values for solid or stranded conductors.

Concrete Thickness Min/Max:

1-HOUR RATED FLOOR – 2 1/4" (57mm) min over top of deck (or 3" (76mm) thick reinforced concrete slab).

2-HOUR RATED FLOOR – 3 1/4" (83mm) min over top of deck (or 4" (102mm) thick reinforced concrete slab).

Floor Coverings:

The poke-thru device is fire rated for concrete floor coverings. For floor coverings greater than 1" (25mm), consult factory.

6AT CORE HOLE SIZES

FLOOR TYPE	CORE SIZE (Min.)	CORE SIZE (Max.)
Covered Floors (Carpet, Tile or Wood)	6" (152mm)	6 1/8" (154mm)
Bare Concrete or Terrazzo	6" (152mm)	6 1/8" (154mm)

CAUTION: These devices are suitable for 1-, 1 1/2-, and 2-hour rated floor assemblies as described in the UL Fire Resistance directory for each service.

These devices meet all UL scrub water requirements, but are not suitable for wet or damp locations, or other areas subject to saturation with water or other liquids, such as commercial kitchens.

6AT COPPER CROSS-SECTION

	OUTER CHANNELS	CENTER CHANNEL
Max Copper X-Section	0.0154 sq. in. (9.9mm²)	0.0387 sq. in. (24.97 mm²)
Max # Conductors	(3) 12 AWG	(12) 14 AWG

6ATCFF COPPER CROSS-SECTION – FURNITURE FEED POKE-THRU DEVICES

	POWER CHANNEL	DATA CHANNEL (CENTER)	DATA CHANNEL (OUTSIDE)
Max Copper X-Section	0.0815 sq. in. (52.6mm²)	0.0686 sq. in. (44.3 mm²)	0.0187 sq. in. (12.1 mm²)
Max # Conductors	(10) 10 AWG	(22) Cat. 6a	(5) Cat. 6a

NOTE: When using conductor sizes other than listed above, the aggregate cross-sectional area of the copper conductors shall not exceed the cross-sectional areas listed.

Poke-thru devices and abandonment fittings are for use with 1-, 1 1/2-, or 2-hour rated unprotecteed reinforced concrete floor and 1-, 1 1/2- or 2-hour rated floors employing unprotected steel floor units and concrete topping (D900-Series Designs), or concrete floors with suspended ceilings. (Fire resistive designs with suspended ceilings should have provisions for accessibility in the ceiling area below the poke-thru fittings).

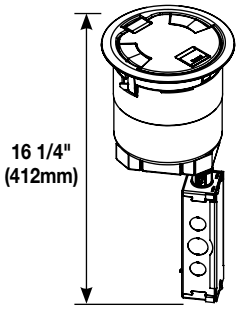
The assembled poke-thru stem and service fitting or the abandonment fittings will not reduce the ratings of the floor assembly when the thickness and type of concrete (required for the specific rating) are within the specified limits and the fittings are installed as specified:

1. **Spacing** – Minimum of 2' (610mm) OC and not more than one unit per 65 square feet (6 square meters) of floor area in each span.
2. **Concrete** – Minimum thickness of structural concrete topping of 2 1/4" (57mm) over metal deck or a minimum 3" thick reinforced concrete slab. Unit weight of concrete to be 110 to 155 pcf.
3. **Installation** – Mounted in a 6" (152mm) diameter core drilled hole in concrete per installation instructions accompanying the fittings or abandonment fittings. For use with power circuits, data and/or telephone cables as tabulated below.

NOTE: The material that is used in Wiremold® poke-thru devices is not listed under the directory for Fire Stopping Material because the poke-thru device is UL Classified as "Outlet Boxes and Fittings Classified For Fire Resistance (CEYY)". The pass/fail criteria comes from UL263. The pass criteria is that the poke-thru unit cannot exceed 325° F above ambient before the concrete slab (or deck) reaches this same temperature. Some poke-thru devices are tested for 2 hours while others are tested for 4 hours. The intumescent material has never been tested as a fire-stopping material as a stand-alone device. This material is designed to work as a unit with the entire poke-thru device.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6ATC2PBK **6ATC2PBS** **6ATC2PGY** **6ATC2PNK** **6ATC2PBZ** **6ATC2PAL**	**Recessed Prewired Surface Style Poke-Thru Assembly –** Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a surface style cover and two (2) prewired, pre-installed duplex receptacles that are recessed 4" (102mm) below the floor surface level. The surface style cover is an aluminum cover that is designed to sit on top of the finished floor surfaces, such as carpet, tile, wood, polished concrete or terrazzo floors and is available in six (6) powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), bronze (BZ) and aluminum (AL). **Country of Origin: USA**



NOTE: UL Fire Classified for up to 2-hour rated floors.

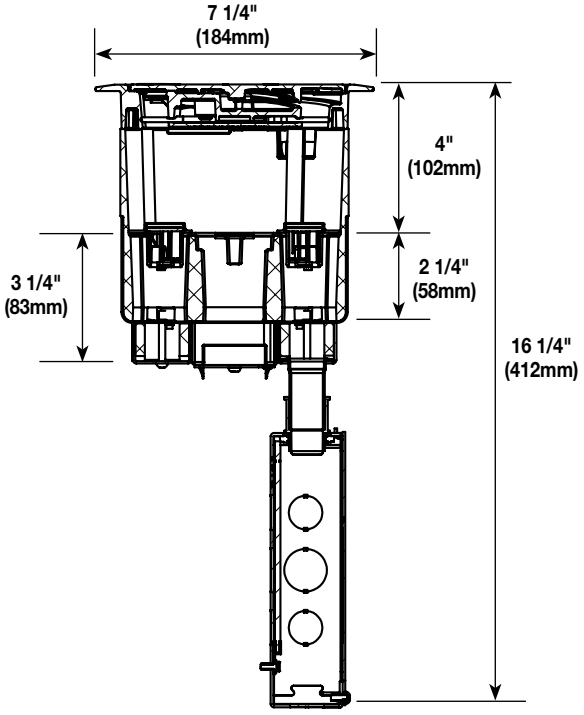
NOTE: Receptacles can be wired as a standard or isolated ground device.

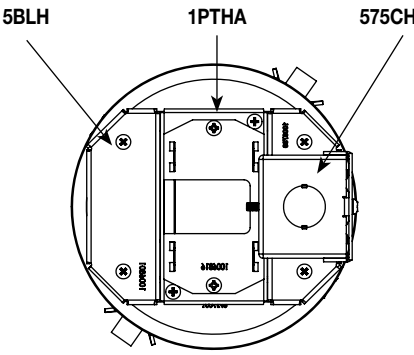
INCLUDED

For Side Compartments:
- Two (2) proprietary 20A Duplex Receptacles installed

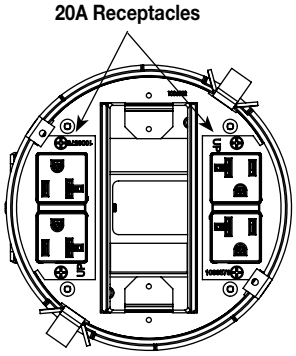
For Center Compartment:
- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:
- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**

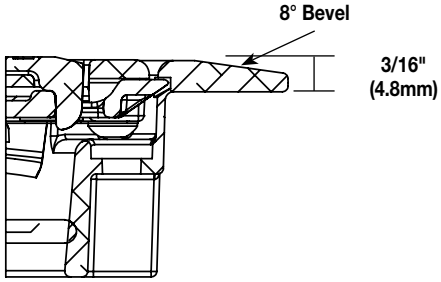




Bottom View



Top View



Surface Style Cover

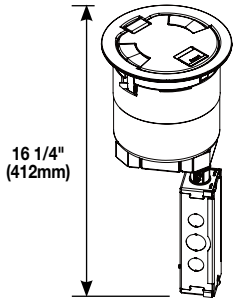
NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

*** Tunneling extends from the 5BLH to 575CHA so that power cables from the 20A duplex receptacle mounted on the left side of the poke-thru device are run into the junction box attached to the 575CHA.**

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6AT2PBK **6AT2PBS** **6AT2PGY** **6AT2PBZ** **6AT2PNK** **6AT2PAL**	**Recessed Prewired Flush Style Poke-Thru Assembly –** Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services. The poke-Thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a flush style cover and two (2) prewired, pre-installed duplex receptacles that are recessed 4" (102mm) below the floor surface level. The flush style cover is an aluminum cover that is designed to sit flush with the finished floor coverings such as: carpet, tile, or wood and is available in six (6) powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), bronze (BZ) and aluminum (AL). **Country of Origin: USA**



NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

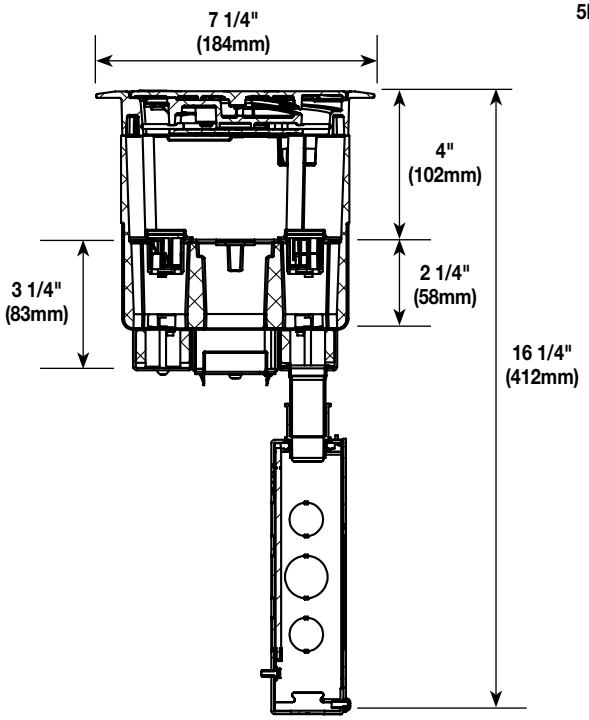
NOTE: Includes one (1) 6TS Tile Shim.

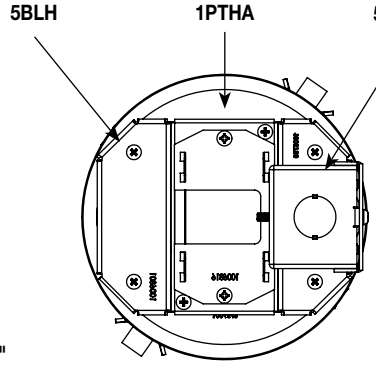
INCLUDED

For Side Compartments:
- Two (2) proprietary 20A Duplex Receptacles installed

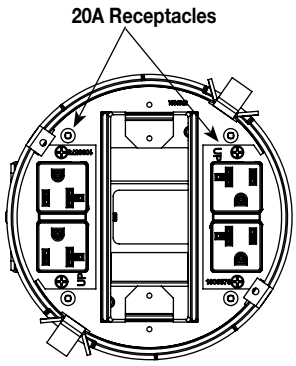
For Center Compartment:
- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:
- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**

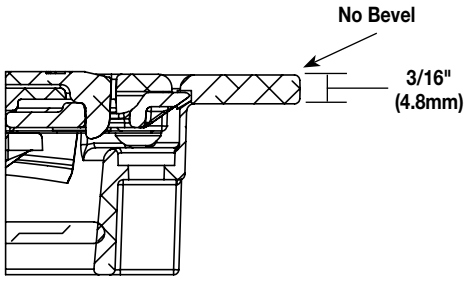




Bottom View



Top View



Flush Style Cover

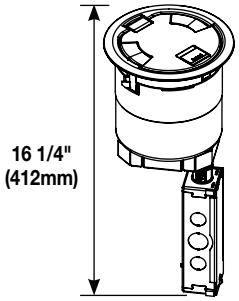
NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

*** Tunneling extends from the 5BLH to 575CHA so that power cables from the 20A duplex receptacle mounted on the left side of the poke-thru device are run into the junction box attached to the 575CHA.**

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6ATC2BK **6ATC2BS** **6ATC2GY** **6ATC2NK** **6ATC2BZ** **6ATC2AL**	**Recessed Unwired Surface Style Poke-Thru Assembly –** Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and audio/video services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes with a surface style cover, and three (3) empty compartments that are recessed 4" (102mm) below the floor surface level, and can be configured to accept power, data, or A/V devices. The surface style cover is an aluminum cover that is designed to sit on top of the finished floor surfaces such as: carpet, tile, wood, polished concrete or terrazzo floors, and is available in six (6) powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK), bronze (BZ) and aluminum (AL). **Country of Origin: USA**



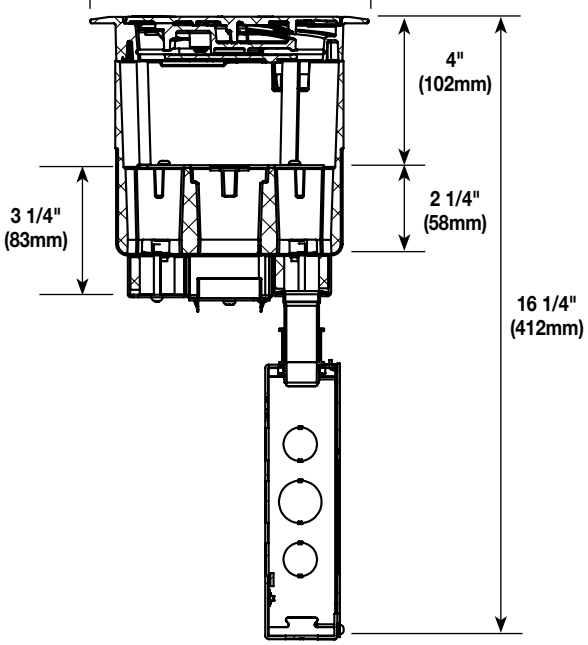
NOTE: UL Fire Classified for up to 2-hour rated floors.

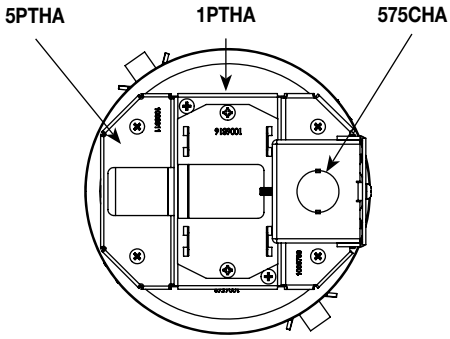
INCLUDED

For Side Compartments:
- No Device Plates are included

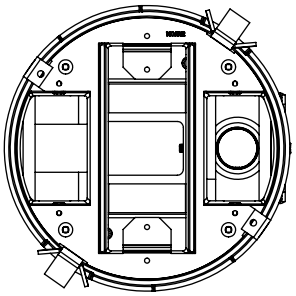
For Center Compartment:
- No Device Plates are included

For Bottom Feed Compartment:
- One (1) 5PTHA 1/2-Gang Pass-Through Housing Housing
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**

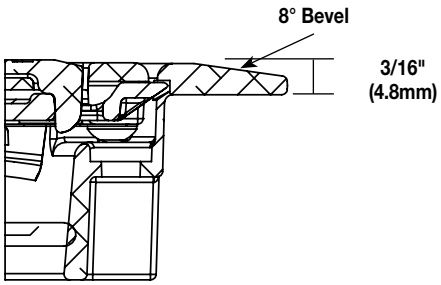




Bottom View



Top View



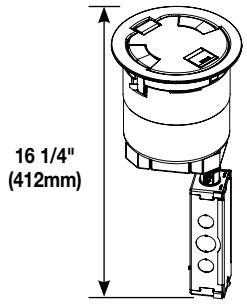
Surface Style Cover

NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6AT2BK **6AT2BS** **6AT2GY** **6AT2NK** **6AT2BZ** **6AT2AL**	**Recessed Unwired Flush Style Poke-Thru Assembly –** Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a flush style cover, and three (3) empty compartments that are recessed 4" (102mm) below the floor surface level and can be configured to accept power, data, or audio/video devices. The flush style cover is an aluminum cover that is designed to sit flush with finished floor coverings such as: carpet, tile, or wood and is available, in six (6) powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK), bronze (BZ) and aluminum (AL). **Country of Origin: USA**



NOTE: UL Fire Classified for up to 2-hour rated floors.

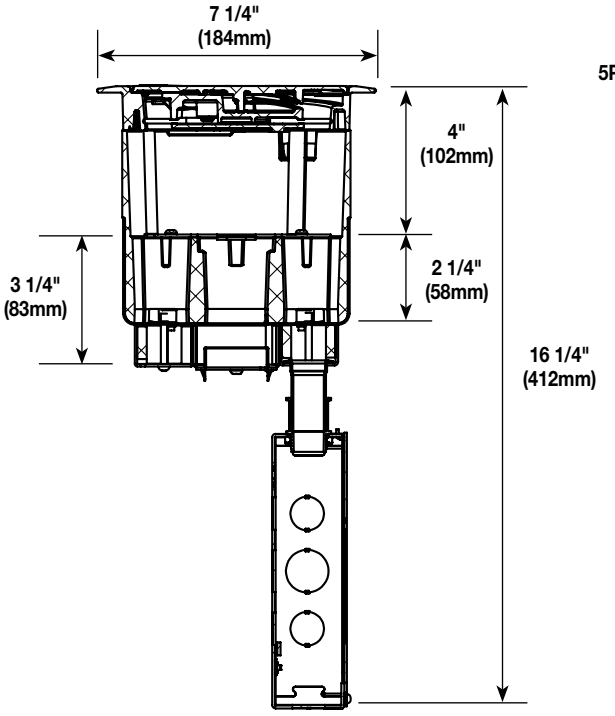
NOTE: Includes one (1) 6TS Tile Shim.

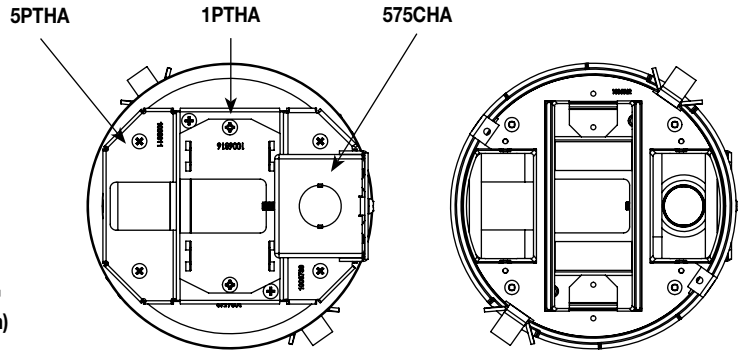
INCLUDED

For Side Compartments:
- No Device Plates are included

For Center Compartment:
- No Device Plates are included

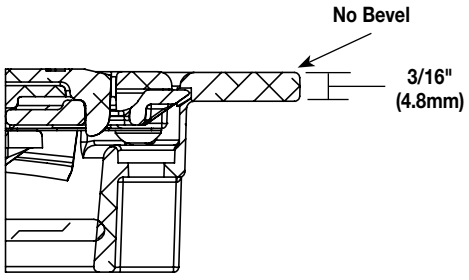
For Bottom Feed Compartment:
- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**





Bottom View

Top View



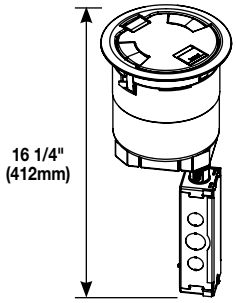
Flush Style Cover

NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6ATC2PAVBK **6ATC2PAVBS** **6ATC2PAVGY** **6ATC2PAVNK** **6ATC2PAVBZ** **6ATC2PAVAL**	**Recessed Prewired A/V Surface Style Poke-Thru Assembly –** Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a surface style cover, one (1) pre-wired, pre installed duplex receptacle and various low voltage and AV devices plates. All of the devices are recessed 4" (102mm) below the floor surface level. The surface style cover is an aluminum cover that is designed to sit on top of the finished floor surface, such as: carpet, tile, wood, polished concrete or terrazzo floors and is available in six (6) powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK), bronze (BZ) and aluminum (AL). **Country of Origin: USA**



NOTE: UL Fire Classified for up to 2-hour rated floors.

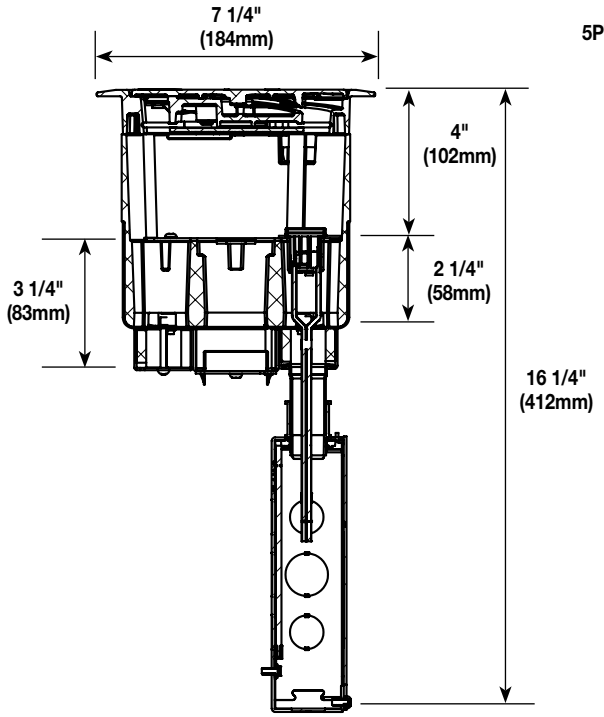
NOTE: Receptacle can be wired as a standard or isolated ground device.

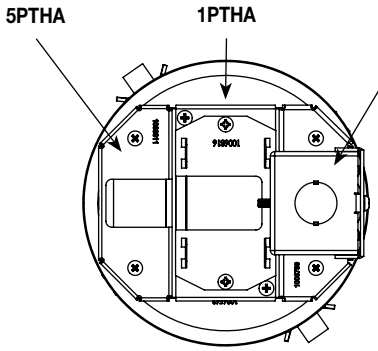
INCLUDED

For Side Compartments:
- One (1) proprietary 20A Duplex Receptacle installed
- 682A Device Plate (Not shown)
- 68MAAP Device Plate (Not shown)

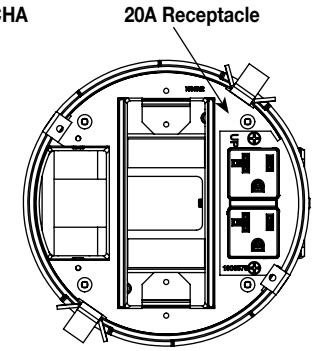
For Center Compartment:
- 6DEC Mounting Plate (Not shown)
- 6AAP Mounting Plate (Not shown)
- 6MAAP Device Plate (Not shown)

For Bottom Feed Compartment:
- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**

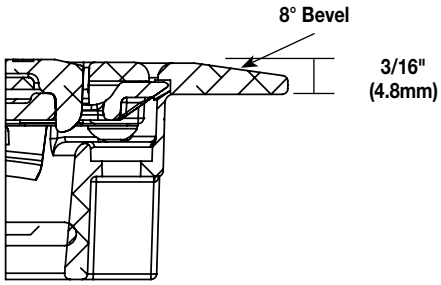




Bottom View



Top View



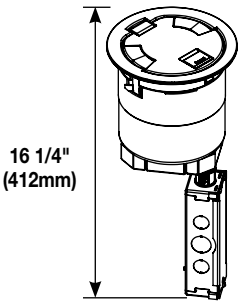
Surface Style Cover

NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6AT2PAVBK **6AT2PAVBS** **6AT2PAVGY** **6AT2PAVNK** **6AT2PAVBZ** **6AT2PAVAL**	**Recessed Prewired A/V Flush Style Poke-Thru Assembly –** Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and audio/video services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a flush style cover, one (1) pre-wired, pre installed duplex receptacle, and various low voltage and AV devices plates. All of the devices are recessed 4" (102mm) below the floor surface level. The flush style cover is an aluminum cover that is designed to sit flush with finished floor coverings such as: carpet, tile, or wood and is available in six (6) powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK), bronze (BZ) and aluminum (AL). **Country of Origin: USA**



NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacle can be wired as a standard or isolated ground device.

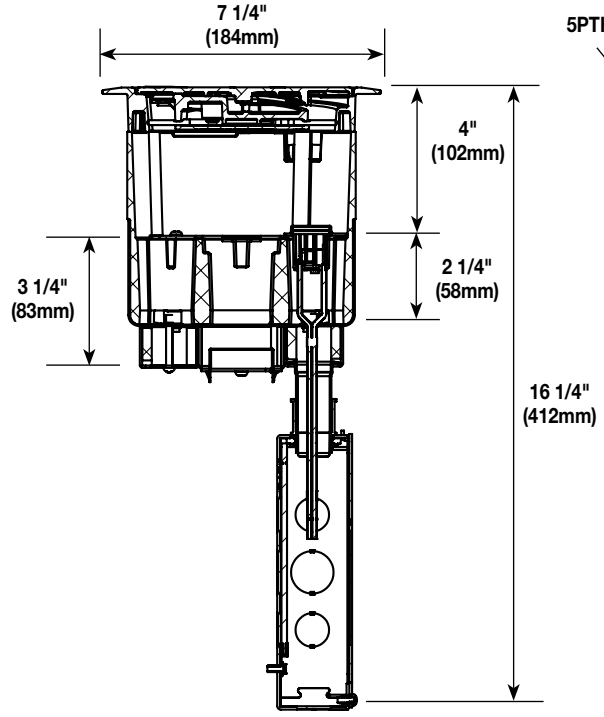
NOTE: Includes one (1) 6TS Tile Shim.

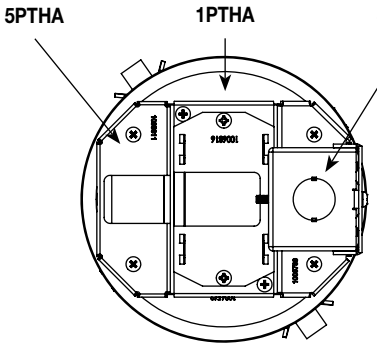
INCLUDED

For Side Compartments:
- One (1) proprietary 20A Duplex Receptacle installed
- 682A Device Plate
- 68MAAP Device Plate

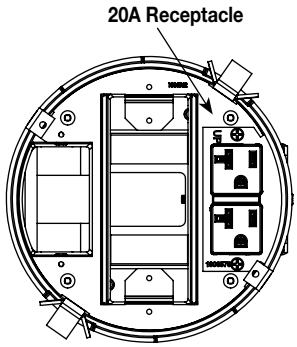
For Center Compartment:
- 6DEC Mounting Plate
- 6AAP Mounting Plate
- 68MAAP Device Plate

For Bottom Feed Compartment:
- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**

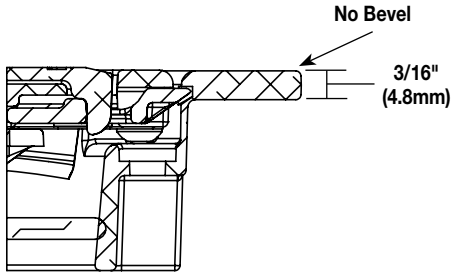




Bottom View



Top View



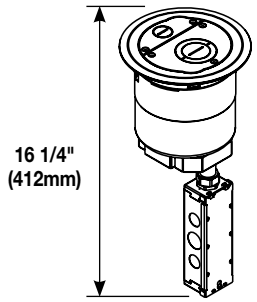
Flush Style Cover

NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6ATCFFBK **6ATCFFBS** **6ATCFFGY** **6ATCFFNK** **6ATCFFBZ**	**Furniture Feed Assembly with Surface Style Cover –** For carpet, tile, wood and laminate floors. For use in 6" (152mm) diameter cored hole. Die-cast aluminum cover assembly provides one (1) 3/4" trade size screw plug opening and one (1) concentric 2"-1 1/4" trade size screw plug opening and is available in the following powder coated finishes: black (BK), brass (BS), gray (GY), nickel (NK) and bronze (BZ). **Country of Origin: USA**



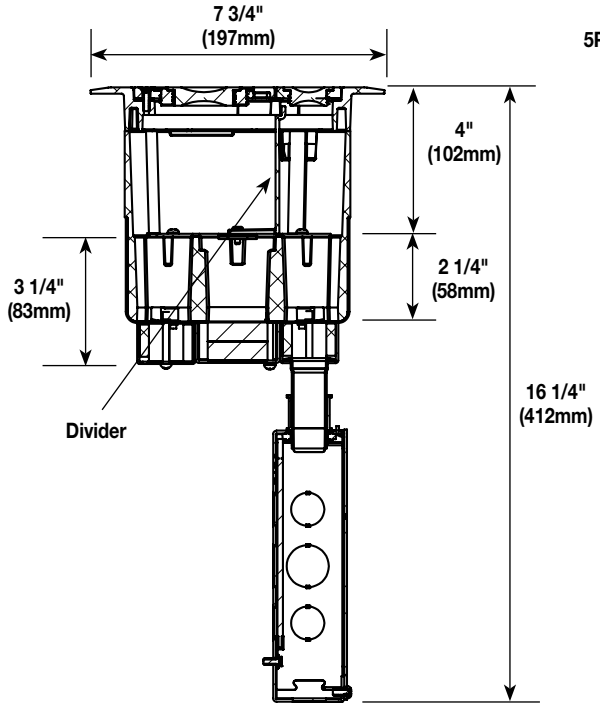
NOTE: UL Fire Classified for up to 2-hour rated floors.

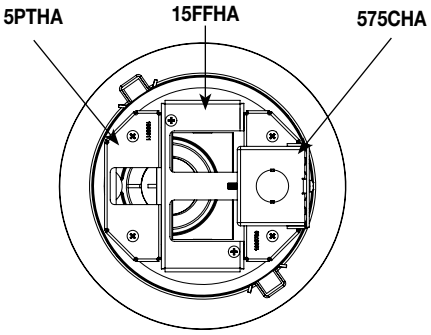
INCLUDED

For Side Compartments:
- No Device Plates are included

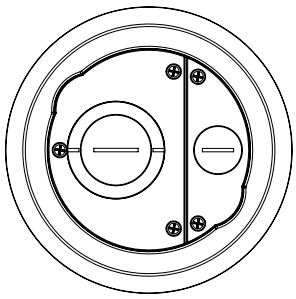
For Center Compartment:
- No Device Plates are included

For Bottom Feed Compartment:
- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 15FFHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**





Bottom View



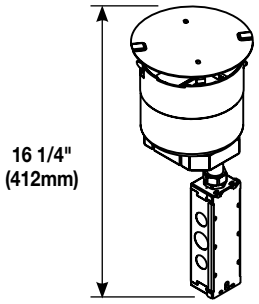
Top View

NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

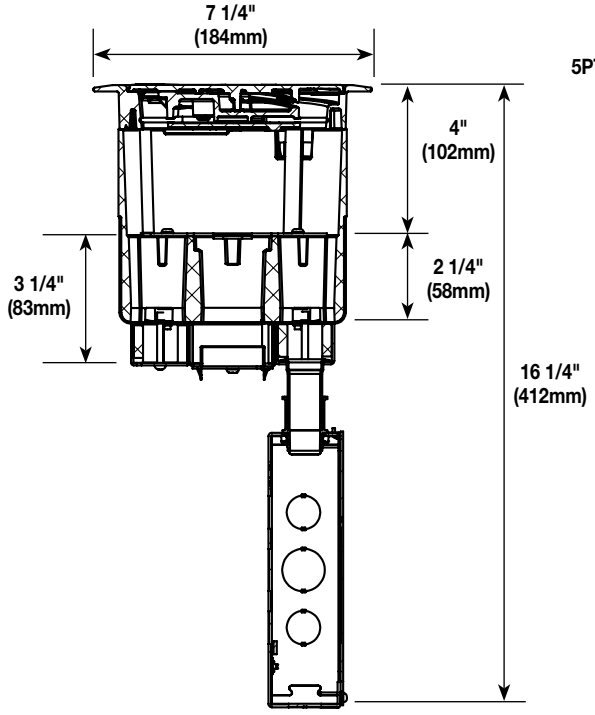
**** Also includes junction box attached to the 3/4" conduit.**

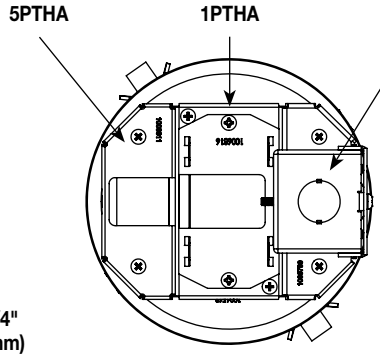
Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6STC	**Recessed Unwired Poke-Thru Stem Assembly –** Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a disposable sheet metal cover, and three (3) empty compartments that are recessed 4" (102mm) below the floor surface level and can be configured to accept power, data, or audio/video devices. Designed to work with the 6CTC2 and 6CT2 style covers. **Country of Origin: USA** **INCLUDED** **For Side Compartments:** • No Device Plates are included **For Center Compartment:** • No Device Plates are included **For Bottom Feed Compartment:** • One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly • One (1) 1PTHA 1-Gang Pass-Through Housing Assembly • One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**

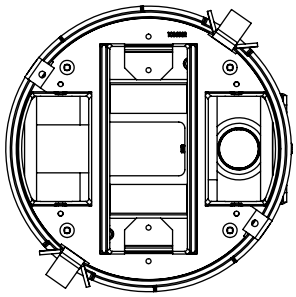


NOTE: UL Fire Classified for up to 2-hour rated floors.





Bottom View



Top View

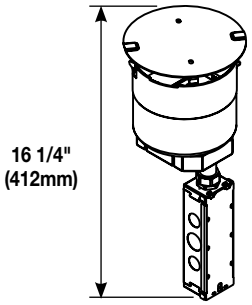
NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications

6STCPAV



NOTE: UL Fire Classified for up to 2-hour rated floors.

Recessed Prewired A/V Poke-Thru Stem Assembly – Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a disposable sheet metal cover, one (1) pre-wired, pre installed duplex receptacle and various low voltage and AV devices plates. All of the devices are recessed 4" (102mm) below the floor surface level. Designed to work with the 6CTC2 and 6CT2 style covers.

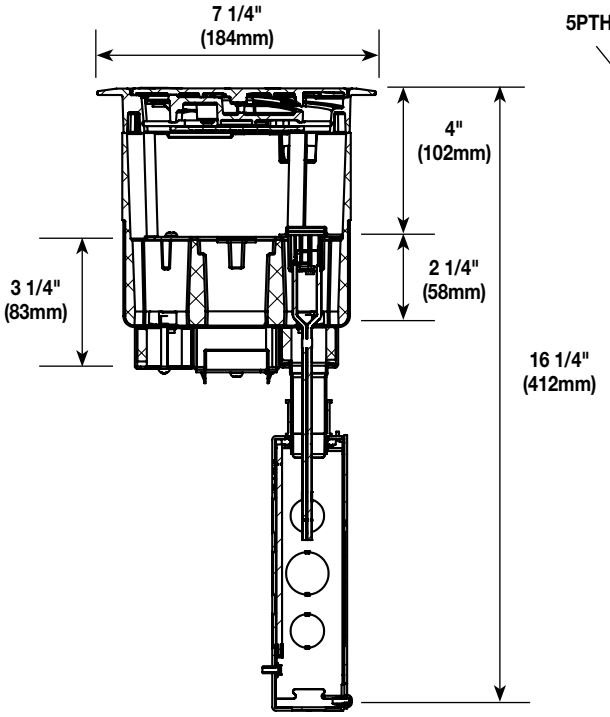
Country of Origin: USA

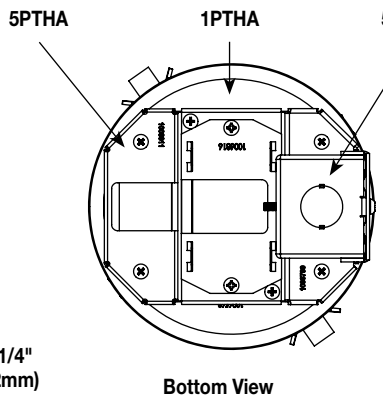
INCLUDED

For Side Compartments:
- One (1) proprietary 20A Duplex Receptacle installed
- 682A Device Plate
- 68MAAP Device Plate

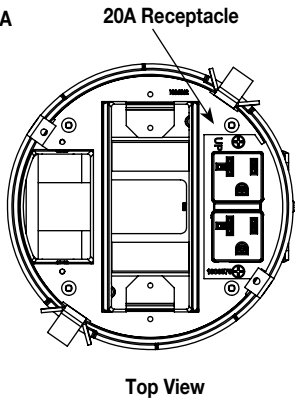
For Center Compartment:
- 6DEC Mounting Plate
- 6AAP MountingPlate
- 68MAAP Device Plate

For Bottom Feed Compartment:
- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**





Bottom View



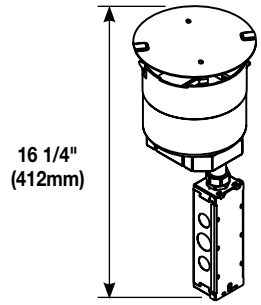
Top View

NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

**** Also includes junction box attached to the 3/4" conduit.**

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item	Description/Specifications
6STCP	**Recessed Prewired Poke-Thru Stem Assembly –** designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services. The poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole. The unit comes complete with a disposable sheet metal cover, two (2) pre-wired, pre installed duplex receptacles and various low voltage devices plates. All of the devices are recessed 4" (102mm) below the floor surface level. Designed to work with the 6CTC2 and 6CT2 style covers. **Country of Origin: USA**



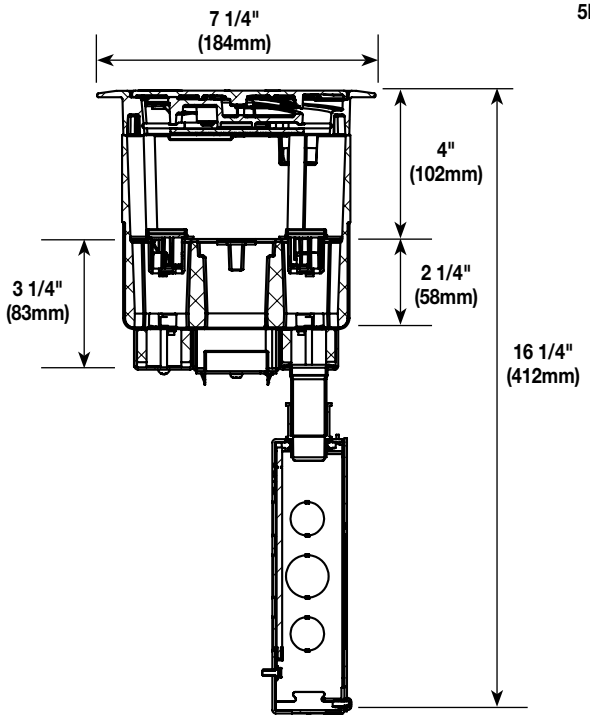
NOTE: UL Fire Classified for up to 2-hour rated floors.

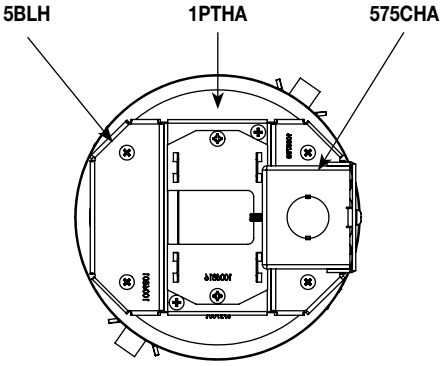
INCLUDED

For Side Compartments:
- Two (2) proprietary 20A Duplex Receptacles installed

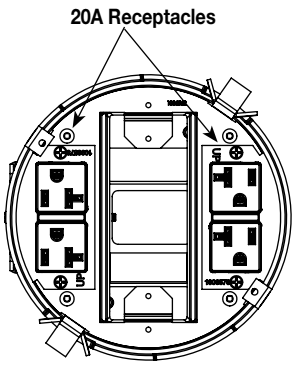
For Center Compartment:
- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:
- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**





Bottom View



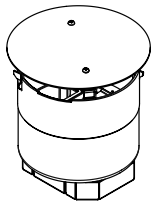
Top View

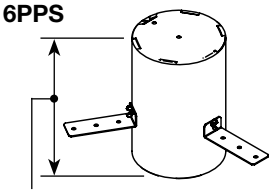
NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

*** Tunneling extends from the 5BLH to 575CHA so that power cables from the 20A duplex receptacle mounted on the left side of the poke-thru device are run into the junction box attached to the 575CHA.**

**** Also includes junction box attached to the 3/4" conduit.**

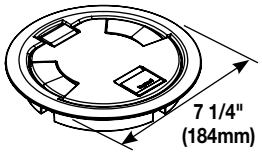
Evolution Series 6" Poke-Thru Devices Ordering Information (continued)

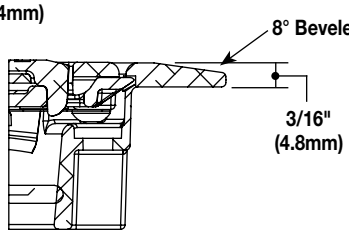
Catalog No./Item	Description/Specifications
ABPLUG6 	**Abandonment Plug Assembly –** Complete abandonment plug assembly for 6" opening. Assembly includes intumescent fire stop material to maintain a 2 hour fire rating of the floor **Country of Origin: USA**

Catalog No./Item	Description/Specifications
6PPS 	**6" Pre-Pour Poke-Thru Sleeve –** Nonmetallic sleeve attaches to structural steel or plywood decking and maintains 6"-6 1/8" diameter cast in core hole. Unit includes three (3) attachment legs, two (2) end caps and three (3) thumb screws. **Country of Origin: USA**

Evolution Series 6" Poke-Thru Devices Cover Assemblies Ordering Information

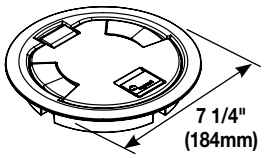
Catalog No./Item	Description/Specifications
6CTC2BK **6CTC2BS** **6CTC2GY** **6CTC2NK** **6CTC2BZ** **6CTC2AL**	**Surface Style Cover Assembly –** Low profile cover designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meets ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of the finished floor surface such as: carpet, tile, wood, polished concrete and terrazzo. Available in six (6) aesthetic powder coated finishes: black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL). **Country of Origin: India**

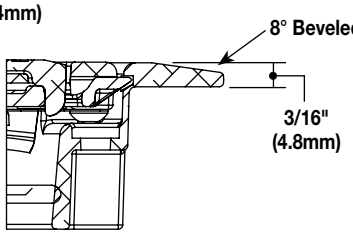




NOTE: All surface style poke-thru devices come with a transition angle to aid in the change in floor elevation.

Catalog No./Item	Description/Specifications
6CTC2BKTR **6CTC2BSTR** **6CTC2GYTR** **6CTC2NKTR** **6CTC2BZTR** **6CTC2ALTR**	**Tamper-Resistant Surface Style Cover Assembly –** Low profile cover designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meets ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of the finished floor surface such as: carpet, tile, wood, polished concrete and terrazzo. Available in six (6) aesthetic powder coated finishes: black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL). **Country of Origin: India**

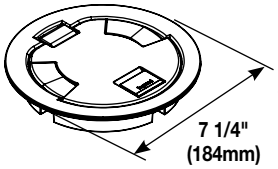
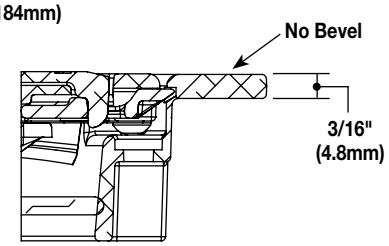


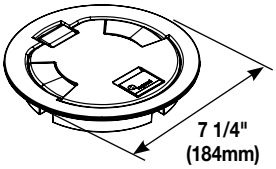
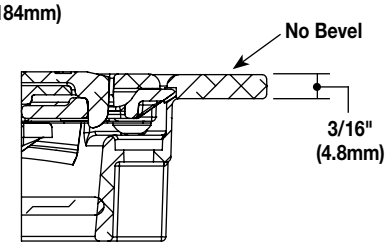
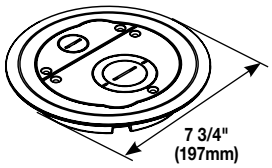
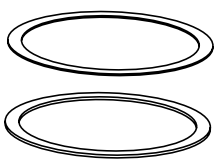


NOTE: All surface style poke-thru devices come with a transition angle to aid in the change in floor elevation.

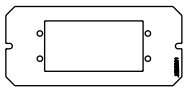
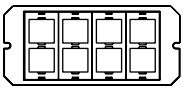
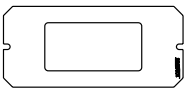
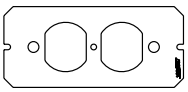
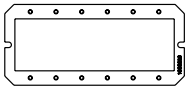
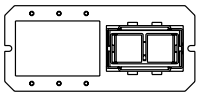
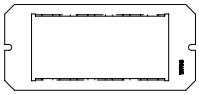
Evolution Series 6" Poke-Thru Covers are available in six durable powder-coat finishes of Black, Brass, Aluminum, Nickel, Bronze and Gray.

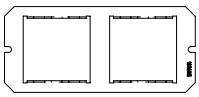
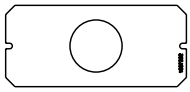
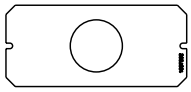
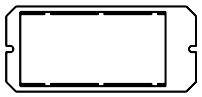
Evolution Series 6" Poke-Thru Devices Tamper-Resistant Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications
6CT2BK **6CT2BS** **6CT2GY** **6CT2NK** **6CT2BZ** **6CT2AL**	**Flush Style Cover Assembly –** Low profile covers that are designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with the finished floor surface such as: carpet, tile, and wood. Available in six (6) aesthetic powder coated finishes: black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL).  7 1/4" (184mm) **Country of Origin: India**  No Bevel 3/16" (4.8mm) **NOTE: Includes 6TS Tile Shim.**

Catalog No./Item	Description/Specifications
6CT2BKTR **6CT2BSTR** **6CT2GYTR** **6CT2NKTR** **6CT2BZTR** **6CT2ALTR**	**Tamper-Resistant Flush Style Cover Assembly –** Low profile covers that are designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with the finished floor surface such as: carpet, tile, and wood. Available in six (6) aesthetic powder coated finishes: black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL).  7 1/4" (184mm) **Country of Origin: India**  No Bevel 3/16" (4.8mm) **NOTE: Includes 6TS Tile Shim.**
6CFFTCBK **6CFFTCBS** **6CFFTCGY** **6CFFTCNK** **6CFFTCBZ**	**Furniture Feed Cover Assembly –** Surface style, die-cast aluminum cover assembly, with one (1) 3/4" trade size screw plug opening, and one (1) concentric 2"-1 1/4" trade size screw plug opening. Cover assembly is available in finishes: black (BK), gray(GY), nickel (NK), brass (BS), and bronze (BZ). 6CFFTC Series Cover Assemblies designed for use with 6STC Poke-Thru Stem Assembly. Includes one (1) 3/4" and one (1) 2" trade size conduit fittings and one (1) divider to separate services.  7 3/4" (197mm) **Country of Origin: USA**
6TS	**Tile Shim –** Used for floor coverings greater than 3/16" (4.8mm). The 6TS will allow the top surface of the cover to be flush with the finished floor. Includes: six (6) 1/16" (1.6mm) thick shims. Up to a total of 3/8" (9.5mm) of adjustment.  **Country of Origin: USA**

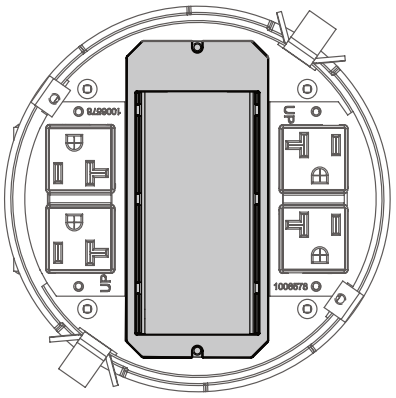
Evolution 6AT Series Center Mount Device Plates Ordering Information

Catalog No./Item	Description/Specifications
6AAP 	**Device Mounting Plate –** Device plate that will accept up to two (2) Extron® Electronics AAP style plates. For use in the center compartment only. Devices supplied by others.
6ACT8A 	**Device Mounting Plate –** Device plate that will accept up to eight (8) ports of communication devices. For use in the center compartment only. Devices supplied by others.
6B	**Device Mounting Plate –** Device plate used to blank off center compartment, when no devices are used.
6DEC 	**Device Mounting Plate –** Device plate that will accept Decorator style devices such as 20A receptacles, GFCIs, 106 adapters or A/V devices. For use in the center compartment only. Devices supplied by others.
6DP 	**Device Mounting Plate –** Device plate that will accept standard 20A duplex receptacle, duplex Turnlok receptacle or 106 data adapter. For use in the center compartment only. Devices supplied by others.
6MAAP 	**Device Mounting Plate –** Device plate that will accept up to six (6) Legrand AVIP or Extron® Electronics MAAP style plates. For use in the center compartment only. Devices supplied by others.
6MAAP2A 	**Device Mounting Plate –** Combination device plate that will accept up to three (3) Legrand AVIP or Extron® Electronics MAAP style plates,and up to two (2) ports of communication devices. For use in the center compartment only. Devices supplied by others.
6MOS 	**Mosaic Device Plate –** Device plate will accept two (2) standard (45mm x 45mm) or one (1) standard (45mm x 90mm) Mosaic style device(s). Devices supplied by others. **NOTE: Not designed to accept adorne style devices.**

Catalog No./Item	Description/Specifications
6MOSBS 	**Mosaic British Standard Device Plate –** Device plate will accept two (2) Mosaic British standard devices (45mm x 45mm). For use in the center compartment only. Devices supplied by others. **NOTE: Not designed to accept adorne style devices.**
6S1 	**Device Mounting Plate –** Receptacle opening 1 3/8" (35mm). For use in the center compartment only. For 6" poke-thru units only.
6S2 	**Device Mounting Plate –** Receptacle opening 1 9/16" (40mm). For use in the center compartment only. For 6" poke-thru units only.
6SER 	**Device Mounting Plate –** Device plate that will accept up to four (4) Ortronics® Series II dual modular inserts. For use in the center compartment only. Devices supplied by others.
6TRAC	**Device Mounting Plate –** Device plate that will accept up to eight (8) Ortronics® TracJack devices. For use in the center compartment only. Devices supplied by others.

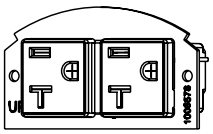
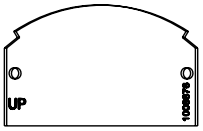
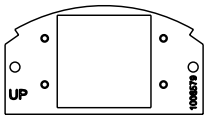
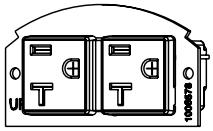
6AT Center Mount Device Plate Mounting Location

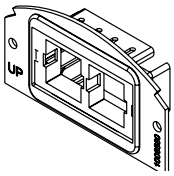
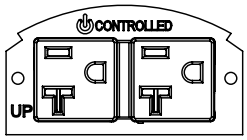
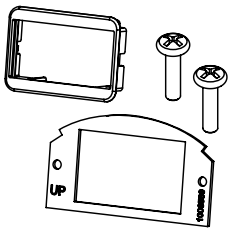
Mounting plates on this page can be installed in the shaded location indicated in this illustration.



NOTE: Country of Origin for all device plates shown on this page is USA.

Evolution 6AT Series Side Mount Device Plates Ordering Information

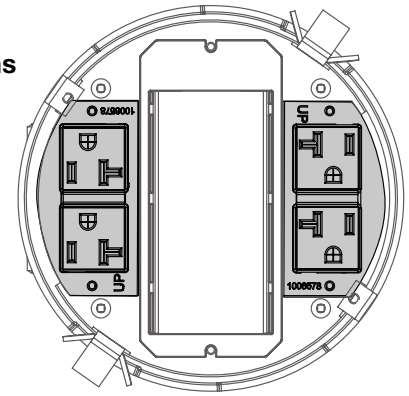
Catalog No./Item	Description/Specifications
68REC 	**20A Duplex Receptacles –** Two (2) proprietary 20A duplex power receptacles with mounting plates. Designed to fit into the 6", 8" and 10" Poke-Thru Devices. Receptacle can be wired as a standard or isolated ground device.
68B 	**Device Mounting Plate –** Blank plate. Used to blank off either of the side compartments when no devices or cabling are to be used.
68MAAP 	**Device Mounting Plate –** Device plate that will accept up to two (2) Legrand AVIP or Extron® Electronics MAAP device plates. For use in either of the two side compartments only. Not for use in the center compartment. Extron Devices supplied by others.
68REC-25 	**20A Duplex Receptacles –** Two (2) proprietary 20A duplex power receptacles with mounting plates and 25' leads. Designed to fit into the 6", 8" and 10" Poke-Thru Devices. Receptacle can be wired as a standard or isolated ground device.

Catalog No./Item	Description/Specifications
682A 	**Device Mounting Plate –** Device plate that will accept up to two (2) ports of communication devices. For use in either of the two side compartments only. Not for use in the center compartment. Communication devices supplied by others.
68REC-CTRL* 	**Controlled Receptacle –** One (1) 20A proprietary duplex receptacle marked with a permanent controlled receptacle marking .
682A-PT 	**Device Plate –** Device plate that allows for communication cabling to pass through. Includes one (1) rectangular adapter ring.

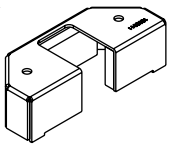
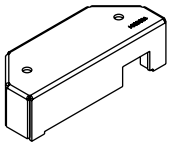
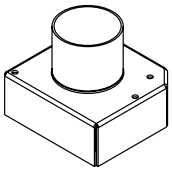
NOTE: Country of Origin for all device plates shown on this page is USA.

6AT Side Mount Device Plates Mounting Locations

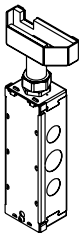
Device Plates in this section can be installed in the shaded locations indicated in this illustration.



Evolution 6AT Series Bottom Feed Side Mount Device Plates Ordering Information

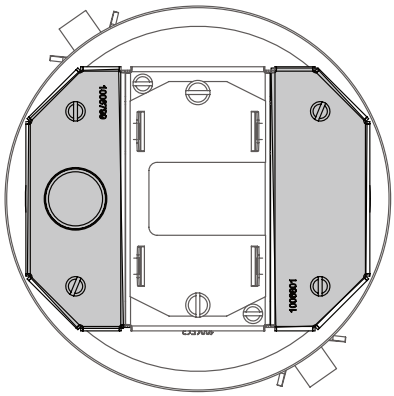
Catalog No./Item	Description/Specifications
5PTHA 	**Bottom Housing Assembly** – Half-gang pass through housing assembly. Designed to allow pass through of communication cables when no conduit is required. For use in 6" and 8" poke-thru devices.
5BLH 	**Bottom Housing Assembly –** Half-gang blank housing assembly. Designed to blank off compartment when no cable pass through is required. For use on side compartments only. For use in 6" and 8" poke-thru devices. Includes tunnels for 6" and 8" poke-thru devices.
152CHA 	**Bottom Housing Assembly –** One and a half-gang 2" trade size conduit housing assembly. For use in 6" poke-thru devices. When 152CHA is used, the center and outer compartment are the same service and cannot be divided.

NOTE: Country of Origin for all device plates shown on this page is USA.

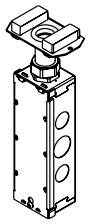
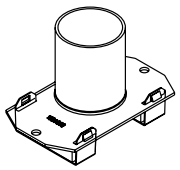
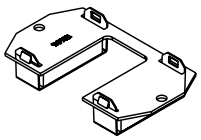
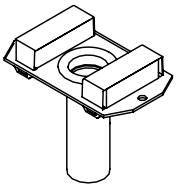
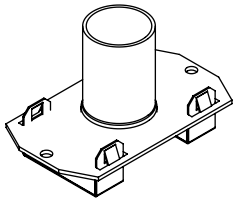
Catalog No./Item	Description/Specifications
575CHA 	**Bottom Housing Assembly –** Half-gang 3/4" trade size conduit housing assembly. Includes junction box attached to 3/4" trade size conduit for electrical power connections. For use in 6" and 8" poke-thru devices.

6AT Bottom Feed Side Mount Device Plate Mounting Locations

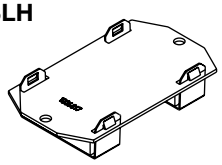
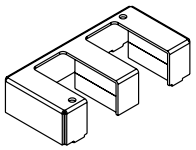
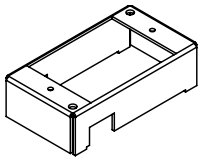
Device Plates in this section can be installed in the shaded locations indicated in this illustration.



Evolution Series 6" Bottom Feed Center Mount Device Plates Ordering Information

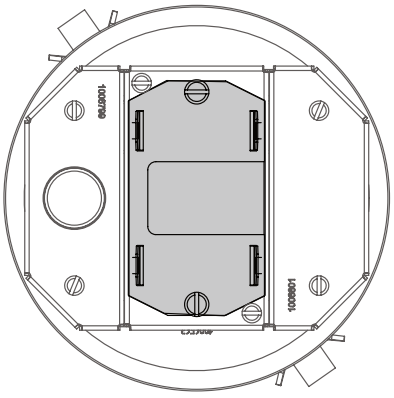
Catalog No./Item	Description/Specifications
175CHA 	**Bottom Housing Assembly –** One-gang 3/4" trade size conduit housing assembly. Includes junction box attached to 3/4" trade size conduit for electrical power connections. Used in the center compartments of 6", 8" and 10" poke-thru devices. **NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.**
1125CHA 	**Bottom Housing Assembly –** One-gang 1 1/4" trade size conduit housing assembly. Used in the center compartments of 6", 8" and 10" poke-thru devices. **NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.**
1PTHA 	**Bottom Housing Assembly –** One-gang pass through housing assembly. Designed to allow pass through of communication cables when no conduit is required. Used in the center compartments of 6", 8" and 10" poke-thru devices. **NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.**
175CHA-LJB 	**Bottom Housing Assembly –** One-gang 3/4" trade size conduit housing assembly. Used in the center compartments of 6", 8" and 10" poke-thru devices. **NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.**
1100CHA 	**Bottom Housing Assembly –** One-gang 1" trade size conduit housing assembly. Used in the center compartments of 6", 8" and 10" poke-thru devices. **NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.**

NOTE: Country of Origin for all device plates shown on this page is USA.

Catalog No./Item	Description/Specifications
1BLH 	**Bottom Housing Assembly –** One-gang blank housing assembly. Designed to blank off compartment when no cable pass through is required. Used in the center compartments of 6", 8" and 10" poke-thru devices. **NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.**
15FFHA 	**Bottom Housing Assembly –** One and a half-gang pass through conduit housing assembly. Used for furniture feed applications on the center compartment only. Only for use with 6" poke-thru units.
1BHA 	**BOTTOM HOUSING ASSEMBLY –** One-gang bottom housing assembly. Designed to accept 175CHA, 1125CHA, 1PTHA, 1100CHA and 1BLH plates. Only for use with 6" poke-thru units.

6AT Bottom Feed Center Mount Device Plate Location

All bottom housing assemblies on this page can be installed in the shaded locations indicated in these illustrations.



CAUTION: Receptacle supplied with this Poke-Thru is not suitable for direct field wiring. Contact manufacturer for replacement. Field modifications will void UL Listing and Classification. Replacement receptacle is limited to this manufacturers' Catalog No 68REC.

NOTE: All brand and product names referenced in this document are registered trademarks or trademarks of their respective holders.

Electrical Wiring Systems
60 Woodlawn Street
West Hartford, CT 06110
Phone: 1.877.BY.LEGRAND (295-3472)
www.legrand.us

570 Applewood Crescent
Vaughan, Ontario L4K 4B4
Phone:905.738.9195
www.legrand.ca

ED1763 – April 2016 – For latest specs visit www.legrand.us/wiremold

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 231 R0

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

RFI 371 Wrap Beams

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to wrap PSL beams per RFI 371. Reason: To meet fire rating. Requsted By: SVA Architects Ref: RFI 371	Pacific Interiors Enterprise	11,257
	Subtotal:	11,257
Contractual Costs		
Overhead 15%		1,689
	Subtotal:	1,689
	Total Change Order Request Amount:	**12,946**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 19R

Scope of Work: RFI #371 - Wrapped PSL beams with 5/8" drywall inside Classrooms 206, 207 & 211
Install double layer of 5/8" Densglass at 2nd floor Breezway

Schedule of Values

Labor	7653.13
Material	1503.70
Equipment - Scaffolding	500.00
Tax 7.75% Fuel 1%	131.57
Subtotal	9788.40
Bond @ 0	0.00
Overhead & Profit @ 15%	1468.26
Total	$ 11,257

Labor	Hours	Rate	Extension	Total
Framer/Installer	84	74.78	6281.52	6281.52
Drywall Finisher	12	68.48	821.76	7103.28
Foreman	7	78.55	549.85	7653.13
	0	0.00	0.00	7653.13

Material	Quantity	Unit	Extension	Total
5/8" Drywall	21	12.96	272.16	272.16
5/8" Densglass	18	24.96	449.28	721.44
1-1/4" Screws	2	65.00	130.00	851.44
Joint Compound	1	8.80	8.80	860.24
Joint Tape	1	5.75	5.75	865.99
Fire Caulking	13	20.75	269.75	1135.74
Mineral Wool	1	55.00	55.00	1190.74
Delivery/Stocking	1	312.96	312.96	1503.70
	0	0.00	0.00	1503.70
	0	0.00	0.00	1503.70
	0	0.00	0.00	1503.70

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BERNARDS	PHONE:	DATE: 3/6/2018	
STREET:	JOB NAME: Elm Elementary	JOB NUMBER:	
CITY:	STATE:	JOB ADDRESS: 450 Elm st.	
EXISTING CONTRACT NO.:	CITY: OXNARD	STATE: CA.	

DESCRIPTION

INSTALLED ONE LAYER D/W ON INTERIOR WOOD BEAM AT CLASSROOM # 206, 207 AND 211. PER RFI # 371

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 3/12/18

Wrapped PSL Beams w/drywall per RFI # 371 inside classrooms @ L2. (5) beams total. -AK

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
DRYWALLER	ABIGAIL ARROYO		8	8	8					
DRYWALLER	MARTIN ARROYO		8	8	8					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
4'X12'X 5/8 SHEETROCK	17		

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

RFI 371 OPEN

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BERNARDS		PHONE	DATE: 4/17/18
STREET		JOB NAME: FILM SCHOOL	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY: OXNARD	STATE: CA

DESCRIPTION: CLASSROOMS # 206, 207, 211
FIRETAPE & CAULK AT BEAMS

LABOR

4/17 4/18

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FOREMAN	R SEGOVIA		2							
FINISHER	F. SEGOVIA		3	2						
FINISHER	A. GUERRERO		2	1						

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
AP MUD	1 BOX		
PAPER JOINT TAPE	1 ROLL		
FIRE CAULK	1 TUBE		

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: Steve Jr
Signature: _____
Print Name: _____
Date: 4/20/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

RFI # 371

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CLOSED

CUSTOMER NAME	PHONE	DATE
BERNHARDS		5/15/18

STREET	JOB NAME	JOB NUMBER

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE

DESCRIPTION

CLASSROOMS # 206, 207, 211

5/15 INSTALL MINERAL WOOL AT STEEL COLUMN PENETRATIONS

5/16 D/W COLUMNS / FIRE CAULK / FIRETAPE
5/17 FIRETAPE / FIRE CAULK
RFI # 371

Closed - 5/17/18

AR AR
5/15 5/16 5/17

per IOR

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
HANGER	A. CONTRERAS		4.5	8	2.5					
FOREMAN	R. STANOVICH		1							

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
MINERAL WOOL 2X4	1 SHEET		
FIRE CAULKING	6 TUBES		
4X12X5/8 D/W	4 SHEETS		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 5/17/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		6-29-18

STREET	JOB NAME	JOB NUMBER

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE

DESCRIPTION: BLDG 1 2ND FLR BREEZEWAY SOUTH EAST

PICK-UP / DELIVER / STOCK MATERIAL

HANGING DOUBLE LAYER DENS GLASS AT BREEZEWAY AND FIRE CAULK AT PERIMETER AND PENETRATIONS.

LABOR

6/28 6/29

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
HANGER II	A. MIRANDA					8				
	J. SALGADO					8				
FOREMAN	S. GARCIA				2	2				

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
DENS GLASS GOLD	18 pcs		

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 7/3/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BERNARDS		PHONE	DATE: 7/3/18
STREET		JOB NAME: Elm Elementary	JOB NUMBER
CITY	STATE	JOB ADDRESS: 450 Elm St.	
EXISTING CONTRACT NO.		CITY: OXNARD	STATE: CA

DESCRIPTION: FINISHED HANGING, DOUBLE LAYER DENS GLASS AT BREEZE WAY. CLEAN UP.

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 7/6/18

LABOR

7/3

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
DRYWALLER	A. MIRANDA	2								
DRYWALLER	J. Salgado	2								
DRYWALLER	R Morales	1								

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME Bernards		PHONE	DATE 7/9/18
STREET		JOB NAME Elm School	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY Oxnard	STATE CA

DESCRIPTION Bldg 1 2nd Floor Breezeway So. East

Firetape & Firechalk Dens Glass
At Ceiling

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature: [signature]
Print Name:
Date: 7/11/18

LABOR

OCCUPATION	EMPLOYEE NAME	M 7/9	T	W	T	F	S/S	HRS	RATE	TOTAL
Finisher	A. Guerrero	4								

LABOR TOTAL

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
Fire Chalk Hilti 606	4 tubes		
Fire Caulk USG	2 tubes		

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 371

Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Fire Protection

Subject: Fire Rating Clarifications - Bldg 1

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per the IOR's inquiry, please advise if the following beams, steel columns and section of roof must be fire rated. See attachment.

ANSWER

Revised response: 4/12/18

Beams and steel columns indicated in the attached pictures are to be one hour fire rated Wrap with one layer of 5/8" Type 'X' Gypsum Board.

Section of roof indicated in picture at second floor breezeway, continue roof assembly in that area with 2 layers of Dens Gold. Apply T1-11 over Dens Gold in breezeway.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	3/13/2018
Abdellatif Enterprises Inc	Hazem Abdella8f	3/13/2018
Perlite Plastering Co Inc	Ron Casman	3/13/2018

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: Alex Rivera - Bernards

REQUEST FOR INFORMATION

RFI No.: 371

To: Tom Bardwell
Date: 02-21-18

Company: SVA Architects
Discipline: Fire Protection

Project: Elm Elementary School Reconstruction Project

Subject: Fire Rating Clarifications - Bldg 1
Response Requested By: 02-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per the IOR's inquiry, please advise if the following beams, steel columns and section of roof must be fire rated. See attachment.

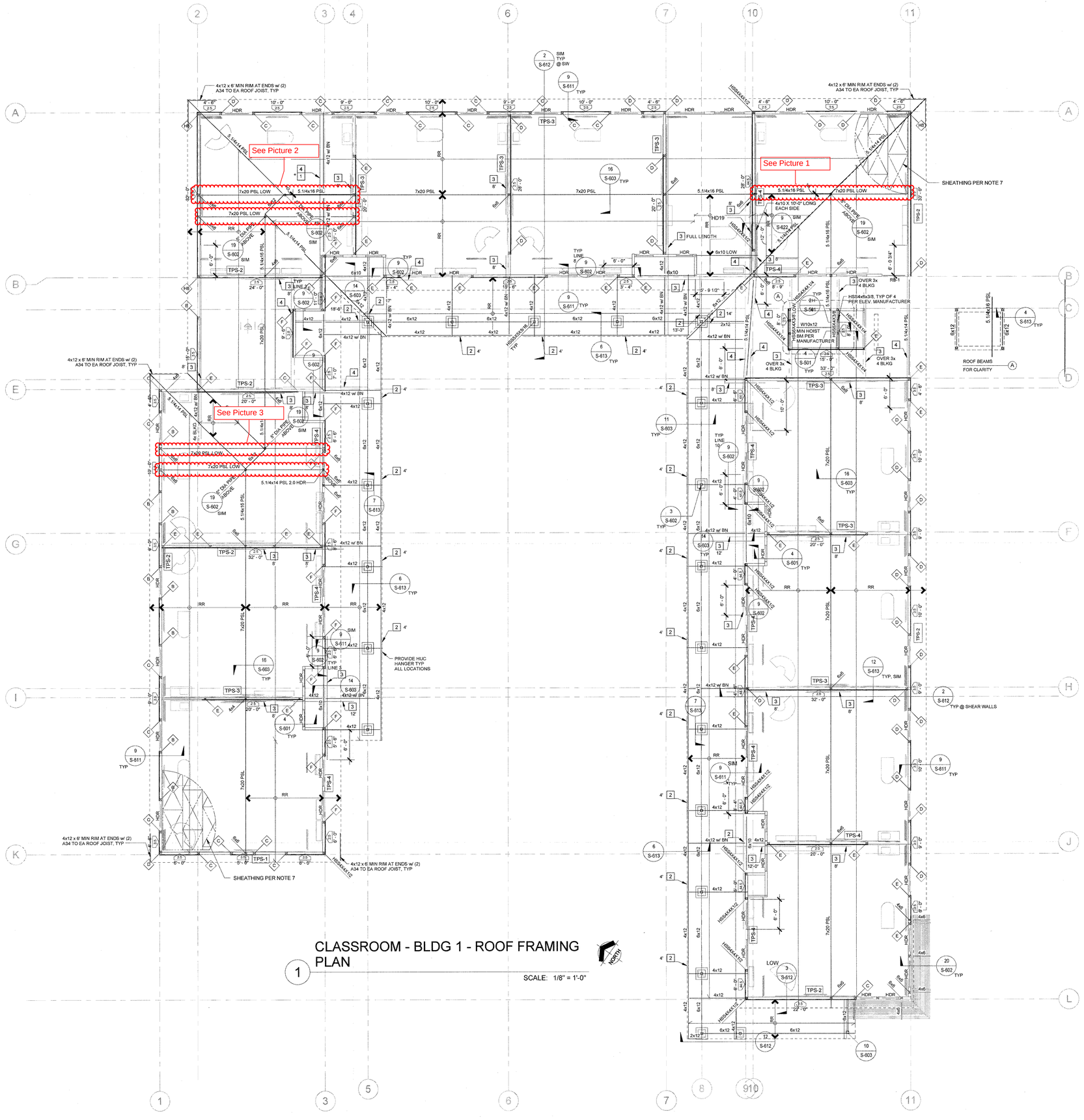
ANSWER

Beams and steel columns indicated in the attached pictures are to be one hour fire rated. Wrap with one layer of 5/8" Type 'X' Gypsum Board.

Section of roof indicated in picture at second floor breezeway, continue roof assembly in that area with 2 layers of Dens Gold. Apply T1-11 over Dens Gold in breezeway.

Response Provided By:	Tom Bardwell	SVA Architects	3/12/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

1

SCALE: 1/8" = 1'-0"

FRAMING NOTES:

1. FOR GENERAL NOTES AND ABBREVIATIONS SEE SHEETS S-001 AND S-002
2. FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
3. FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
4. 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.
5. VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
6. CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
7. TYPICAL FLOOR SHEATHING: (CLASS ROOM 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 16/S-622 (TYP UNO)
8. PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = $2.0x10^6$ PSI OR E = $2.2x10^6$ PSI AS SHOWN
9. RT OR GT w/ BN INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MPR OVER LENGTH OF MEMBER.
10. 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
11. 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.
12. PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

FRAMING LEGEND

1. HDR — HEADER PER DETAILS 1 & 2/ S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
2. 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
3. 6x DROP — DROP BEAM, ALIGN TOP BEAM w/ BOTTOM OF JOISTS, AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
4. RT = ROOF TRUSSES; FJ = FLOOR JOIST RR = ROOF RAFTER SEE JOIST SCHEDULE BELOW
5. SHEAR PANEL EXTENT; SHEAR WALL MARK PER DET 2/S-621; MIN SHEAR WALL LENGTH
6. 4x HDU — INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
7. # — HOLDDOWN MARK TO WOOD POST PER DET 4/S-621
8. 1 — CONSTRUCTION NOTE PER KEY
9. TPS-1 — INDICATES TOP PLATE SPLICE PER DET 18/S-621

CONSTRUCTION NOTE KEY

1. INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.1/8" OC
2. INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
3. INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC
4. 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-I65	24" OC	23'-0"
RR	2x12	24" OC	16'-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-I90HS	16" OC	33'-0"
NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.			

HOLDOWN SCHEDULE					
SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	E8	6X8	HD12
C	6X6	HDU8	F8	6X8	HD19
D	6X6	HDU11	G8	6X8	(2) HDU11
E	6X6	HD12	H8	6X8	(2) HD12
F	6X6	HD19	J0	6X10	(2) HD19
G	6X6	(2) HDU11	H0	6X10	(2) HD12
H	6X6	(2) HD12	J2	6X12	(2) HD19
D4	4X8	HDU11	G0	6x10	(2) HDU11
H4	4X8	(2) HD12	B4	4X6	HDU5
			D8	6x8	HDU11

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

PETRA
17981 Sky Park Circle, Suite O, Irvine, CA 92614
Phone: (949) 768-7170

REGISTERED PROFESSIONAL ENGINEER PETER No. 5251 Exp. 8/31/17 STRUCTURAL STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC ✓ FLS _____ SS PR

DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016

PROJECT NO: 2013-75

SCALE:

SHEET NUMBER: S-113

SHEET TITLE:

CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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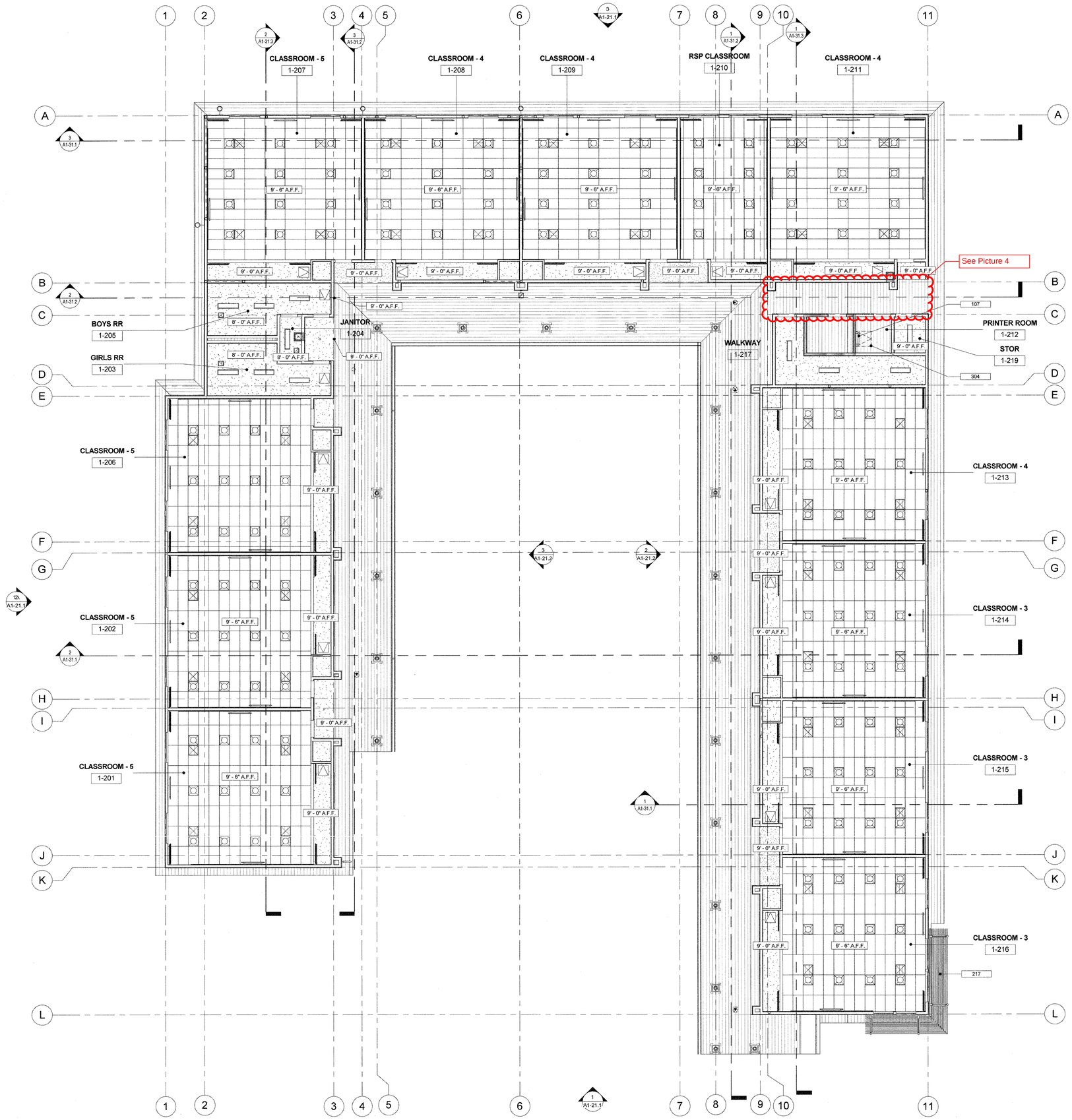

?	DESCRIPTION
107	ROOF LADDER PER DETAIL 2/A-64.4
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
304	ROOF HATCH, SEE DETAIL 9/A-63.1

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
- LCD — CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
- SP — A/V SYSTEM SPEAKER CEILING MOUNTED
- S — RECESSED CEILING INTERCOM SPEAKER
- SECURITY SENSOR CEILING MOUNTED
- WALL MOUNTED FIRE ALARM EQUIPMENT
- S — CEILING MOUNTED SMOKE DETECTOR
- LIGHT FIXTURE, WALL WASHER
- LIGHT FIXTURE, PENDANT, SUSPEND 24" FROM CEILING. BOTTOM OF FIXTURE NOT TO BE LESS THEN 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
- EXTERIOR PLASTER CEILING, SEE NOTE 3
- T1-11 SIDING, SEE NOTE 9

NOTES:
1. FOR SUSPENDED GYP BOARD CEILING, SEE SHEET A-64.2
2. SUSPENDED ACOUSTICAL CEILING, SEE SHEET A-64.1
3. EXTERIOR PLASTER CEILINGS, SEE SHEET A-64.2
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 A1-53.1 FOR INTERIOR FINISH LEGEND
8. ALL DUCTS SHALL BE PAINTED COLOR P-3, FLAT BLACK.
9. T1-11 SIDING, ATTACH TO UNDERSIDE OF FRAMING PER DETAIL 15/A-64.2. PRIME AND PAINT PER ARCHITECTS DIRECTION

* REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EMERGENCY LIGHTING.

REFLECTED CEILING PLAN - LEVEL 2 | 1/8" = 1'-0" | 1 | **RCP LEGEND**

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-15011 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC. NW FLS PH SS BS

DATE AUG 0 1 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-11.5

SHEET TITLE:

CLASSROOM - BLDG 1 - REFLECTED CEILING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3300 WWW.SVA-ARCHITECTS.COM

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Picture 1

Please advise if steel pipe and PSL beam need to be fire rated

Picture 2

Please advise if steel pipe(s) and PSL beam(s) need to be fire rated

Picture 3

Please advise if steel pipes(s) and PSL beam(s) need to be fire rated

Picture 4

Please advise if roof area above exterior breezeway must be rated?

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 235 R1

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

RFI 352 Added Drywall

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install a layer of drywall on the exterior wood beam of the 2nd floor corridor per RFI 352. Reason: To conceal the PSL beam. Requested By: SVA Architects Ref: RFI 352	Pacific Interiors Enterprise	1,174
	Subtotal:	1,174
Contractual Costs		
Overhead 15%		176
	Subtotal:	176
	Total Change Order Request Amount:	**1,350**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 05R

Scope of Work: RFI #352 - Install 5/8" drywall on exterior wood beam at 2nd floor Corridor

Schedule of Values

Labor	979.68
Material	38.16
Equipment - Scaffolding	0.00
Tax 7.75% Fuel 1%	3.34
Subtotal	1021.18
Bond @ 0	0.00
Overhead & Profit @ 15%	153.18
Total	$ 1,174

Labor	Hours	Rate	Extension	Total
Framer/Installer	11	74.78	822.58	822.58
Drywall Finisher	0	68.48	0.00	822.58
Foreman	2	78.55	157.10	979.68
	0	0.00	0.00	979.68

Material	Quantity	Unit	Extension	Total
5/8" Drywall	3	12.72	38.16	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16
	0	0.00	0.00	38.16

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		3/5/2018

STREET	JOB NAME	JOB NUMBER
	Elm Elementary	

CITY	STATE	JOB ADDRESS
		450 Elm St.

EXISTING CONTRACT NO.	CITY	STATE
	OXNARD	CA.

DESCRIPTION

INSTALLED ONE LAYER D/W ON EXTERIOR WOOD BEAM. AT 2ND FLOOR CORRIDOR. PER R.F.I. # 352

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 3/12/18

Fire rating beam & wall per IOR's Inquiry & RFI #352 @ exterior walkway Level 2.

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
DRYWALLER	ABIGAIL ARROYO	5½								
DRYWALLER	MARTIN ARROYO	5½								
FORMAN	SALVADOR GARCIA	2								

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
4'X12' X 5/8 SHEETROCK	3		

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 352

Project: Elm Elementary School Reconstruction Project

Date: 02-09-18
Discipline: Architectural

Subject: 2nd Level Breezeway Soffit's

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per conversation in the field with SVA and Bernards.

1) Please confirm that at the 2nd floor breezeway on the classroom building located between gridlines 9 & 11 and B & C we are to add (2) soffit's at 9'-0" A.F.F. The purpose of the Soffit's are to 1) conceal a PSL beam that would otherwise stay exposed along the walkway and 2) to conceal the overhead MEP's that have to cross the breezeway. Please see the attached sketches and confirm this is acceptable or provide an alternate solution.

2) Please confirm if we can eliminate the (2) false columns that are in the breezeway.

3) The IOR is inquiring if the beam in the attached picture needs to be fire rated. Please advise.

ANSWER

1. Confirmed to provide two soffits at 2nd floor breezeway per the suggested sketches.
2. Confirmed to eliminate the two false columns in the breezeway.
3. Confirmed the PSL will need to be fire rated.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	2/15/2018
Pacific Interiors Enterprise	Curtis Dowell	2/15/2018
Abdellatif Enterprises Inc	Hazem Abdella<f	2/15/2018

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: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 353

Project: Elm Elementary School Reconstruction Project

Date: 02-09-18
Discipline: Structural

Subject: Shear Wall Openings for Louvers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-111		
S-113		
M-1.1.1		
M-1.1.3		

QUESTION

Please advise if it is acceptable to put a 22 1/4" x 22 1/4" opening in the shear walls for the outside air louvers at the locations shown on the attached document. An 1 3/4" sleeve will also be required near every louver location for the secondary drain of the FCU units. See attached.

ANSWER

Proposed location of openings and sleeves structurally acceptable.
PSE-02/12/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	2/15/2018
Abdellatif Enterprises Inc	Hazem Abdella4f	2/15/2018

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: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 353

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-09-18
Discipline: Structural

Subject: Shear Wall Openings for Louvers

Response Requested By: 02-13-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-111		
S-113		
M-1.1.1		
M-1.1.3		

QUESTION

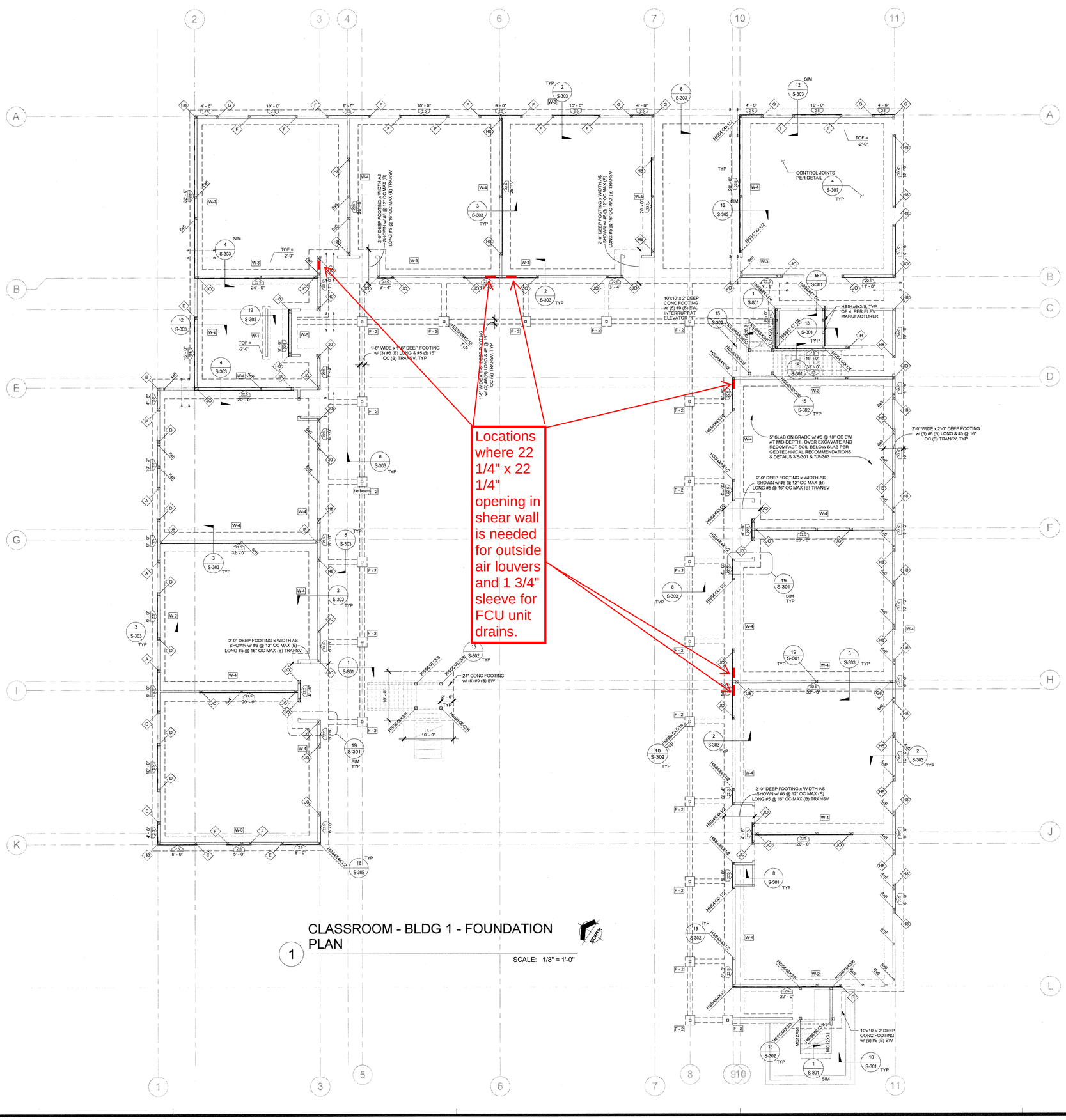
Please advise if it is acceptable to put a 22 1/4" x 22 1/4" opening in the shear walls for the outside air louvers at the locations shown on the attached document. An 1 3/4" sleeve will also be required near every louver location for the secondary drain of the FCU units. See attached.

ANSWER

Proposed location of openings and sleeves structurally acceptable.
PSE-02/12/18

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



CLASSROOM - BLDG 1 - FOUNDATION PLAN

1 SCALE: 1/8" = 1'-0"

FOUNDATION NOTES:

1. FOR GENERAL NOTES AND ABBREVIATIONS SEE S-001 & S-002
2. FOR TYPICAL CONCRETE DETAILS SEE SERIES S-300 SHEETS
3. FOR TYPICAL STEEL DETAILS SEE SERIES S-500 SHEETS
4. FOR TYPICAL WOOD DETAILS SEE SERIES S-600 SHEETS
5. 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.
6. VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
7. SEE CIVIL & LANDSCAPE DRAWINGS FOR ELEVATIONS AND SLOPES.
8. CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL AND ELECTRIC UNITS WITH MECHANICAL AND ELECTRICAL ENGINEER.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ANY DISCREPANCY PRIOR TO POUR. NOTIFY THE ENGINEER FOR CORRECTIVE MEASURES.
10. SEE DET 7/S-303 FOR OVER-EXCAVATION AND SUBGRADE SOIL PREPARATION DETAILS
11. 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 2x8 MIN @ 16" OC MAX

FOUNDATION LEGEND

1. TOSL=0'-0" — INDICATES TOP OF SLAB ELEVATION FROM 0'-0
2. TOF = -X'-X" — INDICATES TOP OF FOOTING ELEVATION.
3. INDICATES SLAB DEPRESSION PER 9/S-301 UNO ON PLAN.
4. 4x4 HDU — INDICATES WOOD POST PER PLAN & HOLDOWN PER 4/S-621
5. SHEAR PANEL EXTENT; SHEAR WALL MARK PER DET 2/S-621; MIN SHEAR WALL LENGTH
6. WOOD POST. POST SIZE; SIMPSON HARDWARE
7. SWSB - INDICATES SIMPSON STRONG WALL PER SHEETS SWSB1 & SWSB2
8. INDICATES STEP IN FOOTING PER 3/S-302

HOLDOWN SCHEDULE

SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	F8	6X8	HD19
C	6X6	HDU8	G8	6X8	(2) HDU11
D	6X6	HDU11	H8	6X8	(2) HD12
E	6X6	HD12	J0	6X10	(2) HD19
F	6X6	HD19	H0	6X10	(2) HD12
G	6X6	(2) HDU11	J2	6X12	(2) HD19
H	6X6	(2) HD12	G0	6x10	(2) HDU11
D4	4X6	HDU11	B4	4X6	HDU5
E4	4X8	HD12	D8	6x8	HDU11
E8	6X8	HD12	H2	6x12	(2) HD12
			H4	6x14	(2) HD12

ISOLATED FOOTING SCHEDULE - SEE DETAILS 10/S-302 & 11/S-302

SYMBOL	MIN WIDTH	MIN LENGTH	DEPTH	REINFORCEMENT
F - 2	2'-0"	2'-0"	2'-0"	(3) #6 EW (B)
F - 3	3'-0"	3'-0"	2'-6"	(4) #6 EW (B)

SYMBOL	MIN WIDTH	MIN DEPTH	LONG REBAR	TRANSV. REBAR
W-1	1'-6"	2'-0"	(3) #5 T&B	#5 @ 16" OC T&B
W-2	2'-6"	2'-0"	(3) #5 T&B	#5 @ 16" OC T&B
W-3	3'-0"	2'-0"	(5) #5 T&B	#5 @ 16" OC T&B
W-4	4'-0"	2'-0"	(5) #5 T&B	#6 @ 16" OC T&B
W-5	3'-0"	2'-0"	(4) #8 T&B	#5 @ 10" OC TIES
W-6	4'-6"	2'-0"	(6) #5 T&B	#6 @ 16" OC T&B

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

PETRA
17981 Sky Park Circle, Suite O, Irvine, CA 92614
Phone: (949) 748-7170

REGISTERED PROFESSIONAL ENGINEER PETER A. PETRA No. S6307 Exp. 6-30-17 STRUCTURAL STATE OF CALIFORNIA

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DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC ___ FLS ___ SS ___
DATE AUG 0 1 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016
PROJECT NO: 2013-75
SCALE:

SHEET NUMBER: S-111

SHEET TITLE:

CLASSROOM - BLDG 1 - FOUNDATION PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 650 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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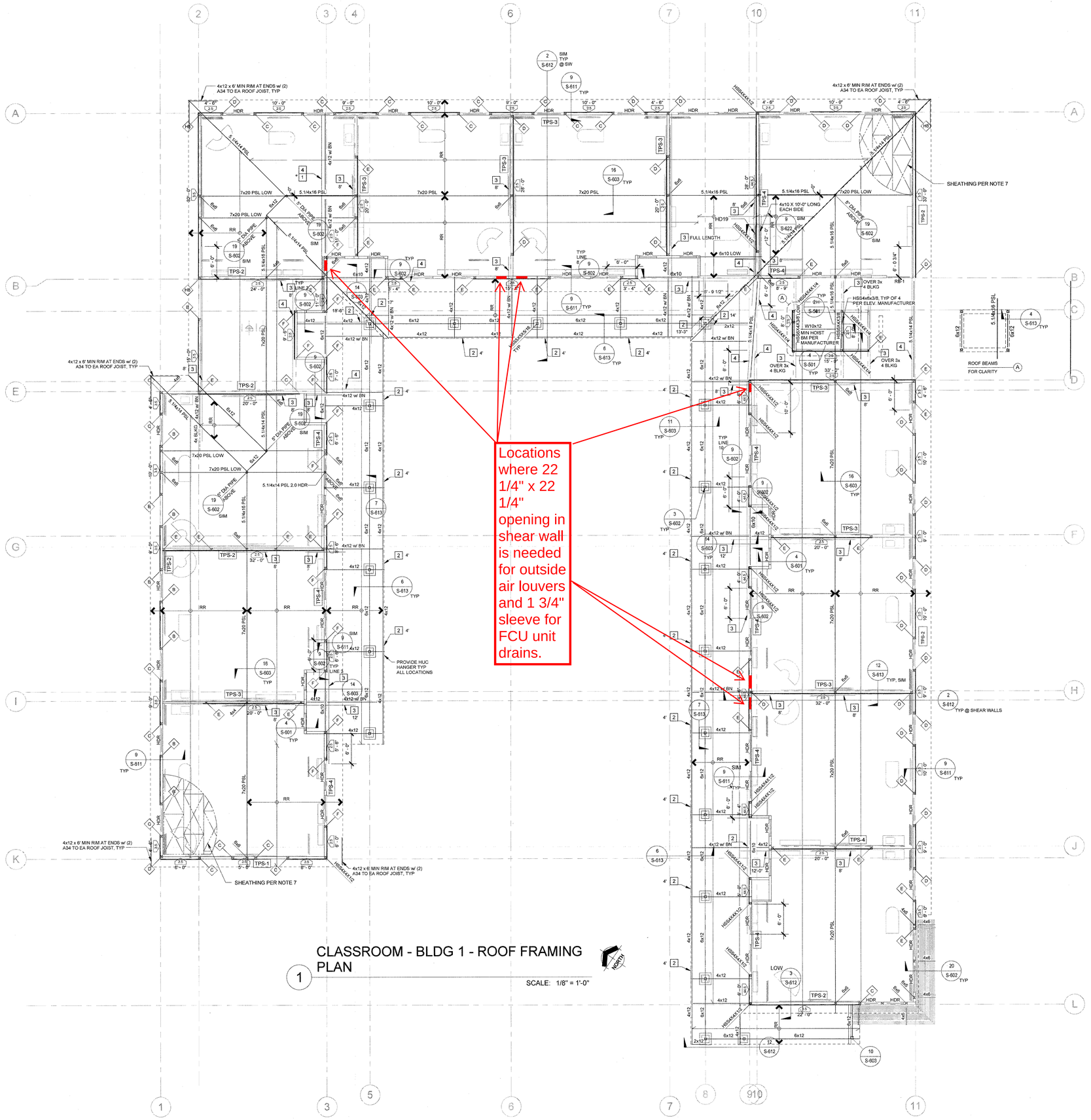

1 CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

FRAMING NOTES:

1. FOR GENERAL NOTES AND ABBREVIATIONS SEE SHEETS S-001 AND S-002
2. FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
3. FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
4. 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.
5. VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
6. CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
7. TYPICAL FLOOR SHEATHING: (CLASS ROOM 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 16/S-622 (TYP UNO)
8. PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = 2.0×10^6 PSI OR E = 2.2×10^6 PSI AS SHOWN
9. RT OR GT w/ BN INDICATES MEMBER w/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MPR OVER LENGTH OF MEMBER.
10. 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
11. 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.
12. PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

FRAMING LEGEND

1. HDR — HEADER PER DETAILS 1 & 2/ S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
2. 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
3. 6x DROP — DROP BEAM, ALIGN TOP BEAM w/ BOTTOM OF JOISTS, AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
4. RT = ROOF TRUSSES; FJ = FLOOR JOIST; RR = ROOF RAFTER; SEE JOIST SCHEDULE BELOW
5. SHEAR PANEL EXTENT; SHEAR WALL MARK PER DET 2/S-621; MIN SHEAR WALL LENGTH
6. 4x HDU — INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
7. # — HOLDDOWN MARK TO WOOD POST PER DET 4/S-621
8. 1 — CONSTRUCTION NOTE PER KEY
9. TPS-1 — INDICATES TOP PLATE SPLICE PER DET 18/S-621

CONSTRUCTION NOTE KEY

1. INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.1/8" OC
2. INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
3. INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC
4. 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-I65	24" OC	23'-0"
RR	2x12	24" OC	16'-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-I90HS	16" OC	33'-0"
NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.			

HOLDOWN SCHEDULE					
SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X8	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	E8	6X8	HD12
C	6X6	HDU8	F8	6X8	HD19
D	6X6	HDU11	G8	6X8	(2) HDU11
E	6X6	HD12	H8	6X8	(2) HD12
F	6X6	HD19	J0	6X10	(2) HD19
G	6X6	(2) HDU11	H0	6X10	(2) HD12
H	6X6	(2) HD12	J2	6X12	(2) HD19
D4	4X8	HDU11	G0	6x10	(2) HDU11
H4	4X8	(2) HD12	B4	4X6	HDU5
			D8	6x8	HDU11

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

PETRA
17981 Sky Park Circle, Suite O, Irvine, CA 92614
Phone: (949) 768-7170

REGISTERED PROFESSIONAL ENGINEER PETER No. 52917 Exp. 6/30/17 STRUCTURAL STATE OF CALIFORNIA

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A# 03-116407

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DATE AUG 0 1 2016

REVISIONS:

	DESCRIPTION	DATE
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DATE ISSUED: JAN 8-2016

PROJECT NO: 2013-75

SCALE:

SHEET NUMBER: S-113

SHEET TITLE:

CLASSROOM - BLDG 1 - ROOF FRAMING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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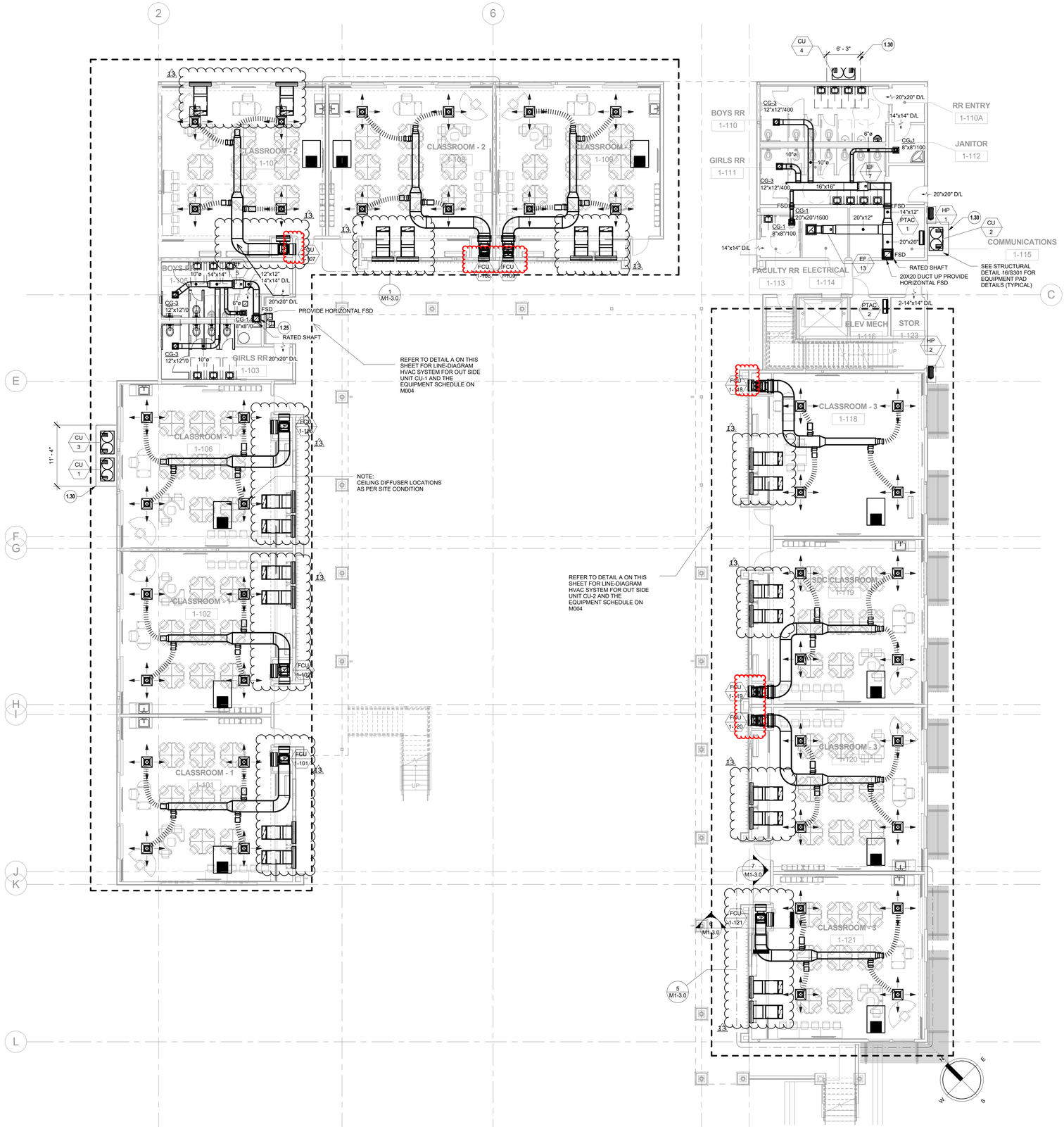
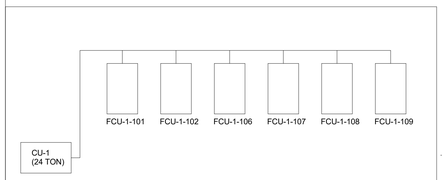


1 FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES :

MARK	DESCRIPTION
1.25	12"X12" DUCT UP THRU SECOND FLOOR TO ROOF
1.30	6" DEEP PAD FOR MECHANICAL EQUIPMENT



1. THIS DIAGERAM INDICATES A TYPICAL SYSTEM FOR WEST AND NORTH CALSSROOMS ON THE 1ST LEVEL.

ALSO , THE FOLLOWING ARE SIMILAR GROUPINGS:

2. A 16 TON CU-2 OUTDOOR CONDENSING UNIT SERVING FCU-1-118, 119, 120, 121 FAN COIL UNITS IN EAST CLASSROOMS ON 1ST LEVEL.
3. A 24 TON CU-3 OUTDOOR CONDENSING UNIT SERVING FCU-1-201, 202, 206, 207, 208, 209 FAN COIL UNITS IN WEST AND PART NORTH CLASSROOMS ON THE 2ND LEVEL.
4. A 22 TON CU-4 OUTDOOR CONDENSING UNIT SERVING FCU-1-210, 211, 213, 214, 215, 216 FAN COIL UNITS IN NORTH AND EAST CLASSROOMS ON THE 2ND LEVEL.

A TYPICAL HVAC SYSTEM - SAMPLE LINE DIAGRAM

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
13	BULLETIN 13	10/27/17

DATE ISSUED: 10/24/2014
PROJECT NO: 1340159
SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-1.0

SHEET TITLE:

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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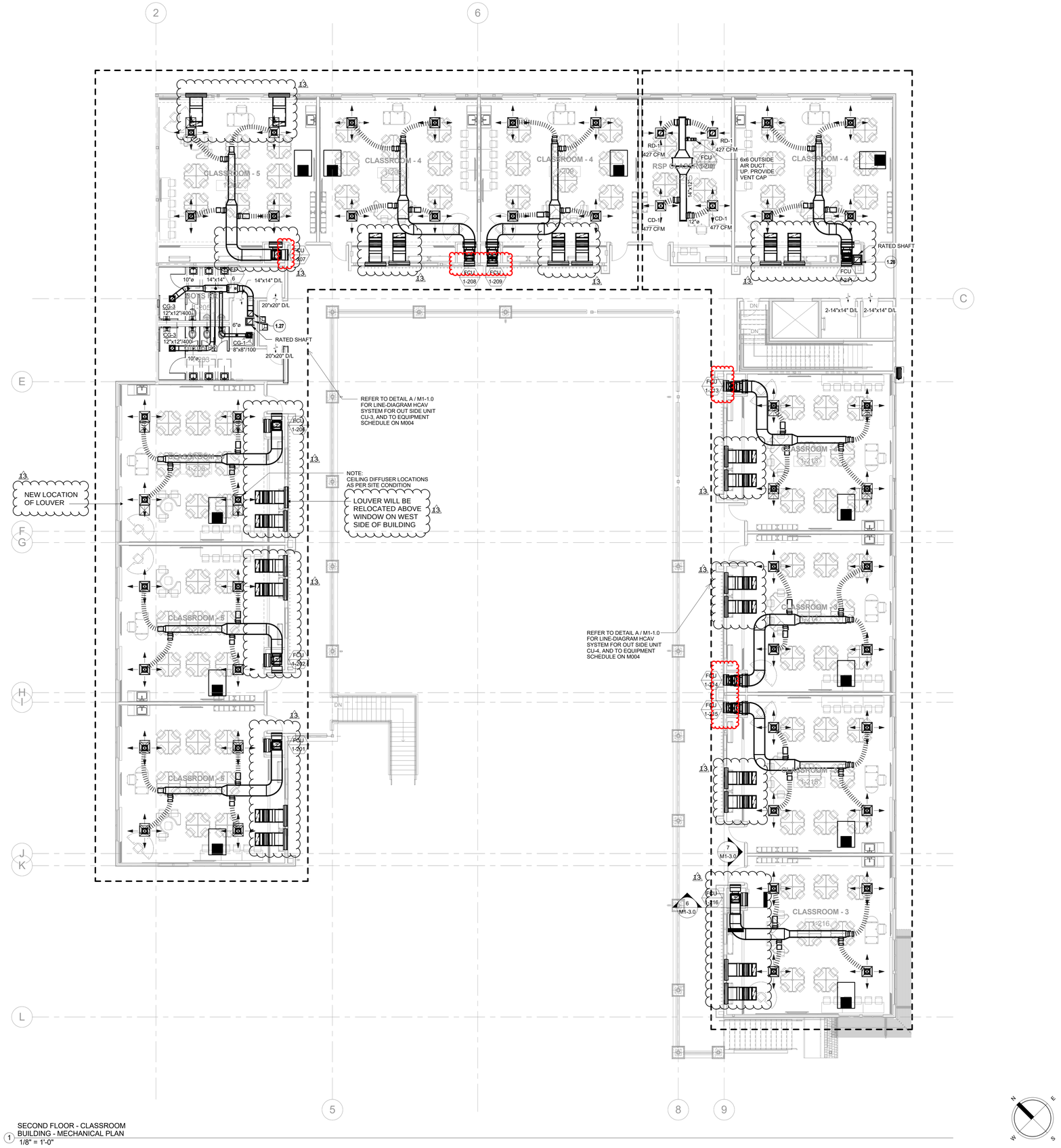

1 SECOND FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES :

MAR K	DESCRIPTION
1.27	12"X12" DUCT UP THRU ROOF
1.28	12"X14" DUCT UP THRU ROOF
4.11	3/4" CW DOWN TO L-2 (TYP.)
4.12	3/4" CW & HW DOWN TO SS-1
4.17	2" CW LINE UP TO RESTROOM GROUP ABOVE
4.18	3/4" HW LINE UP TO SS-1 ABOVE
4.20	1-1/2" CW DOWN TO WC-1 (TYP.)
4.21	1-1/2" CW DOWN TO WC-2
4.40	3/4" CW DOWN TO DRINKING FOUNTAINS
4.50	1" CW DOWN AND 1" HW UP FROM WATER HEATER
4.60	PROVIDE CW BALL VALVE IN CEILING WITH ACCESS HATCH
4.70	RESTROOM GROUP #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

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
13	BULLETIN 13	10/27/17

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-2.0

SHEET TITLE:

CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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Shear Wall

22 1/4"

22 1/4"

1 3/4" sleeve TYP.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 352

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-09-18
Discipline: Architectural

Subject: 2nd Level Breezeway Soffit's

Response Requested By: 02-16-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per conversation in the field with SVA and Bernards.

1) Please confirm that at the 2nd floor breezeway on the classroom building located between gridlines 9 & 11 and B & C we are to add (2) soffit's at 9'-0" A.F.F. The purpose of the Soffit's are to 1) conceal a PSL beam that would otherwise stay exposed along the walkway and 2) to conceal the overhead MEP's that have to cross the breezeway. Please see the attached sketches and confirm this is acceptable or provide an alternate solution.

2) Please confirm if we can eliminate the (2) false columns that are in the breezeway.

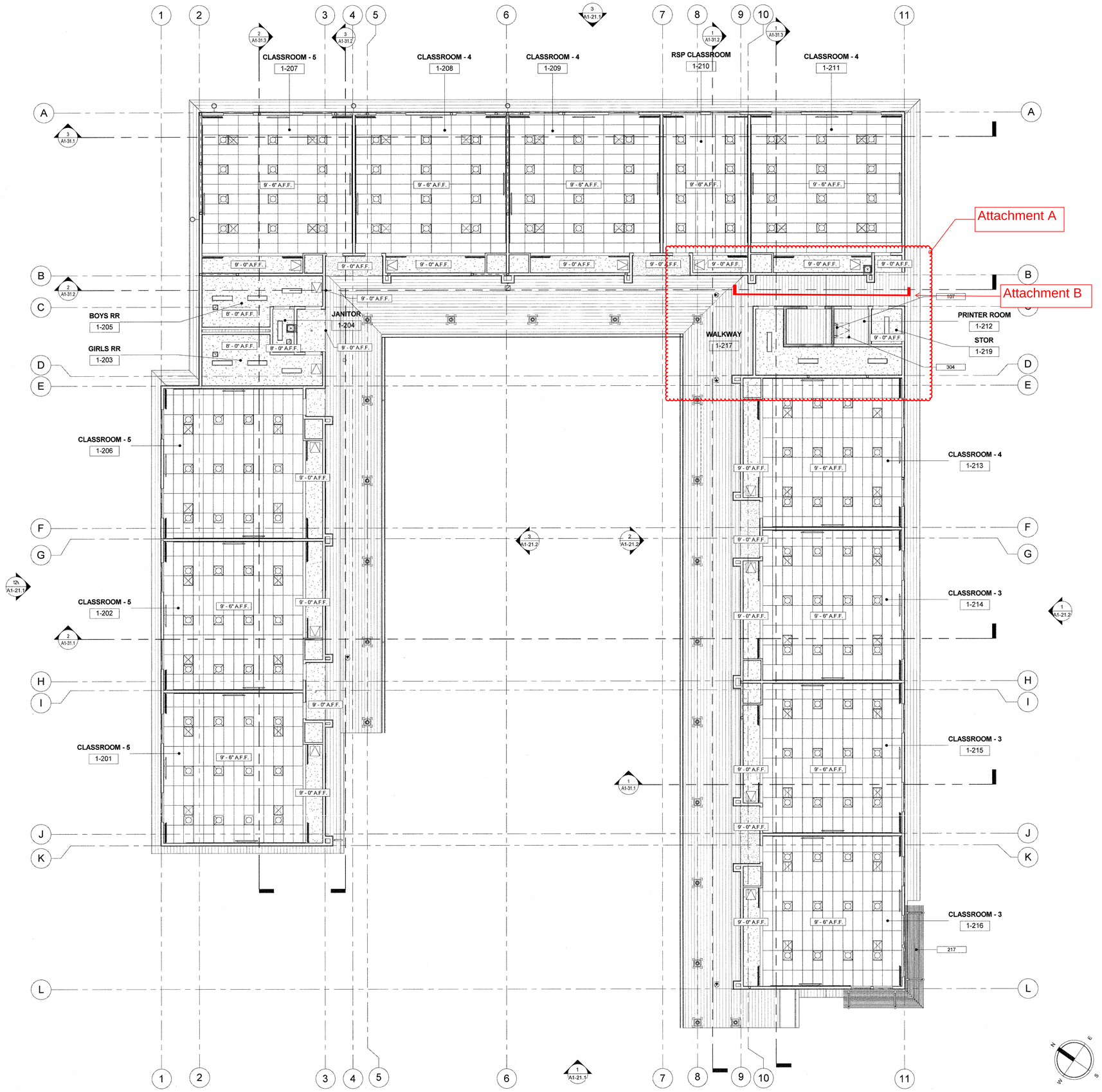
3) The IOR is inquiring if the beam in the attached picture needs to be fire rated. Please advise.

ANSWER

1. Confirmed to provide two soffits at 2nd floor breezeway per the suggested sketches.
2. Confirmed to eliminate the two false columns in the breezeway.
3. Confirmed the PSL will need to be fire rated.

Response Provided By:	Tom Bardwell	SVA Architects	2/14/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



?	DESCRIPTION
107	ROOF LADDER PER DETAIL 2/A-64.4
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
304	ROOF HATCH, SEE DETAIL 9/A-63.1

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
- LCD — CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
- SP — A/V SYSTEM SPEAKER CEILING MOUNTED
- S — RECESSED CEILING INTERCOM SPEAKER
- SECURITY SENSOR CEILING MOUNTED
- WALL MOUNTED FIRE ALARM EQUIPMENT
- S — CEILING MOUNTED SMOKE DETECTOR
- LIGHT FIXTURE, WALL WASHER
- LIGHT FIXTURE, PENDANT, SUSPEND 24" FROM CEILING. BOTTOM OF FIXTURE NOT TO BE LESS THEN 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
- EXTERIOR PLASTER CEILING, SEE NOTE 3
- T1-11 SIDING, SEE NOTE 9

NOTES:
1. FOR SUSPENDED GYP BOARD CEILING, SEE SHEET A-64.2
2. SUSPENDED ACOUSTICAL CEILING, SEE SHEET A-64.1
3. EXTERIOR PLASTER CEILINGS, SEE SHEET A-64.2
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 A1-53.1 FOR INTERIOR FINISH LEGEND
8. ALL DUCTS SHALL BE PAINTED COLOR P-3, FLAT BLACK.
9. T1-11 SIDING, ATTACH TO UNDERSIDE OF FRAMING PER DETAIL 15/A-64.2. PRIME AND PAINT PER ARCHITECTS DIRECTION

* REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EMERGENCY LIGHTING.

REFLECTED CEILING PLAN - LEVEL 2 | 1/8" = 1'-0" | 1 | **RCP LEGEND**

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-15011 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC. NW FLS PH SS BS

DATE AUG 0 1 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-11.5

SHEET TITLE:

CLASSROOM - BLDG 1 - REFLECTED CEILING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3300 WWW.SVA-ARCHITECTS.COM

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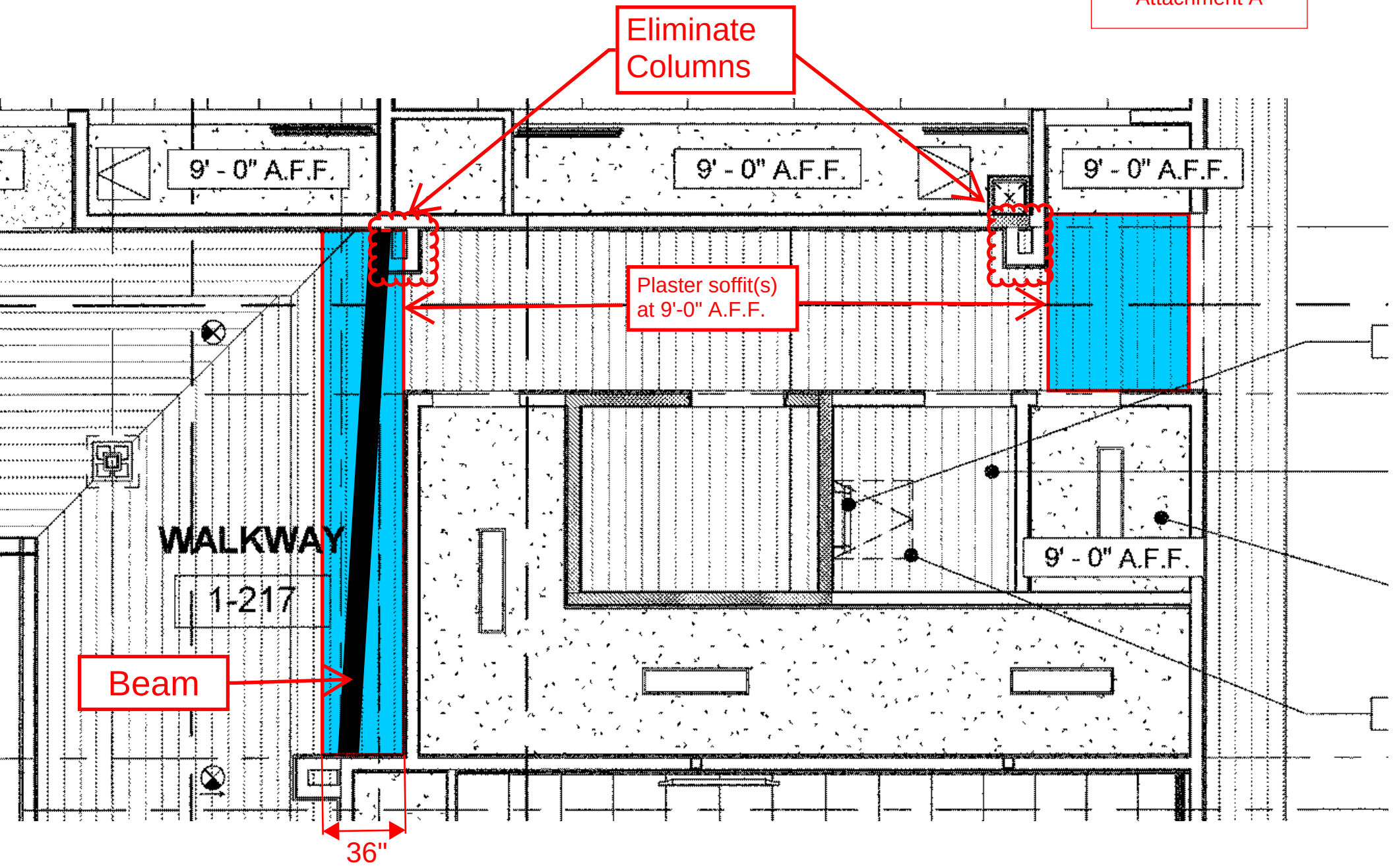
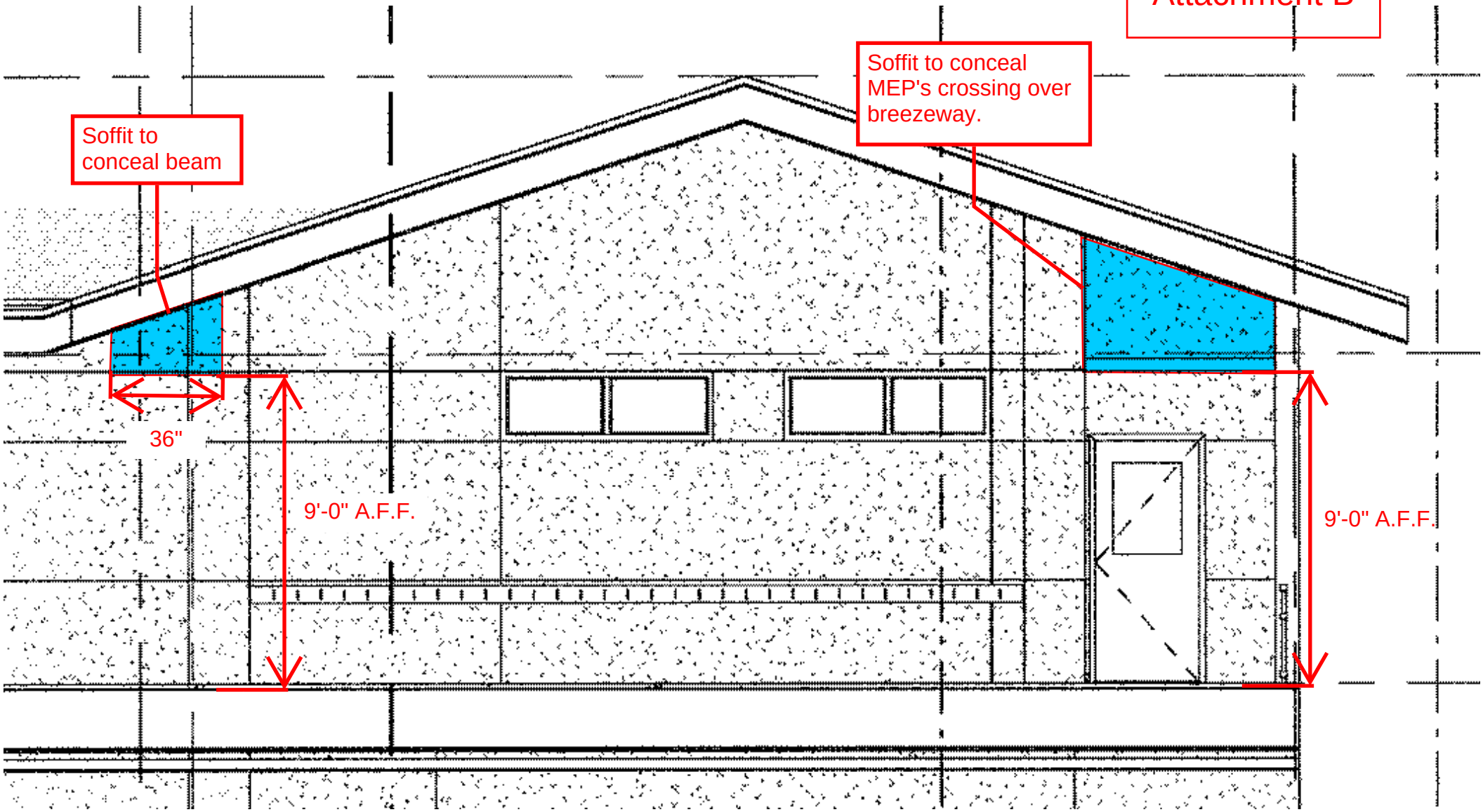
Attachment A



Attachment B



Beam that's currently exposed.

Area where MEP's need to cross breezeway.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 236 R1

Project: Elm Elementary School Reconstruction Project

Date: 8/7/2018

DESCRIPTION OF WORK

RFI 313 Added Caulking

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost for additional fire caulking in the rafter bays per RFI 313. Reason: Requested by the Project Inspector Requested By: Project Inspector Ref: RFI 313	Precision Plumbing-Mechanical	1,546
	Subtotal:	1,546
Contractual Costs		
Overhead 15%		232
	Subtotal:	232
	Total Change Order Request Amount:	**1,778**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 06R

Scope of Work: RFI #313 - Fire caulking at eave transition

Schedule of Values	
Labor	843.91
Material	460.12
Equipment	0.00
Tax 7.75% Fuel 1%	40.26
Subtotal	1344.29
Bond @ 0	0.00
Overhead & Profit @ 15%	201.64
Total	$ 1,546

Labor	**Hours**	**Rate**	**Extension**	**Total**
Framer/Installer	0	74.78	0.00	0.00
Drywall Finisher	2	68.48	136.96	136.96
Foreman	9	78.55	706.95	843.91
	0	0.00	0.00	843.91

Material	**Quantity**	**Unit**	**Extension**	**Total**
Fire Caulking	21	20.72	435.12	435.12
Delivery	1	25.00	25.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12
	0	0.00	0.00	460.12

OPEN
RFI #313

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		4-25-18

STREET	JOB NAME	JOB NUMBER

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE

DESCRIPTION Classroom Bldg # 1

FIRE CAULKING MILLCORE TO RUFF TRANSITION

Fire caulking exterior of building 1 between plaster & T1-11 per RFI #313 & hilti engineering judgement

AR
4/25 4/26

PER STEVE

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FOREMAN	R. SERRANO			1.5	2.5					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRE CAULKING 4/25	3 TUBES		
4/26	6 TUBES		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 4/27/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

CLOSED

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		5/2/18
STREET	JOB NAME ELM SCHOOL	JOB NUMBER
CITY / STATE	JOB ADDRESS	
EXISTING CONTRACT NO.	CITY OXNARD	STATE CA

DESCRIPTION CLASSROOM BLDG #1

FIRE CAULK MILLCORK TO EVE TRANSITION

Per RFI # 313 for additional caulking by Hilti Engineering judgement -AR

LABOR

OCCUPATION	EMPLOYEE NAME	M	T 5/2	W	T 5/3	F	S/S	HRS	RATE	TOTAL
FOREMAN	R. SALCEDA		1		2					

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 5/8/18

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRECAULK 5/2	#3 TUBES		
5/3	6 TUBES		

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.

ADDITIONAL WORK AUTHORIZATION

CLOSED

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		5/8/18

STREET	JOB NAME	JOB NUMBER
	ELM SCHOOL	

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE
	OXNARD	CA

DESCRIPTION FIRECAULK AT SPRINKLER PENETRATIONS

Fire caulking for penetrations through drywall @ 1st floor exterior walkway -AR

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 5/8/18

PER STEVE

LABOR AR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
FINISHER	A. GUERRERO		2							
FOREMAN	R. SOMOVIA		2							

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
FIRE CAULK HILTI 606	3 TUBES		

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 313

Project: Elm Elementary School Reconstruction Project

Date: 01-18-18

Discipline: Fire Protection

Subject: Additional Fire Caulking- Classroom Building

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A60.1	9	

QUESTION

Detail 9/A-60.1 calls out for fire caulking at the top joint of the fire rated wall where drywall meets the plywood sheathing for the roof only. The IOR is requesting that additional fire caulking be added in all of the rafter bays to both the interior and exterior sides of the wall per the attached sketch. Please confirm that we are to proceed with the additional fire caulking that the IOR is requesting.

ANSWER

Provide fire caulking per the attached sketches.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	2/5/2018

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: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 313

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 01-18-18
Discipline: Fire Protection

Subject: Additional Fire Caulking- Classroom Building

Response Requested By: 01-25-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A60.1	9	

QUESTION

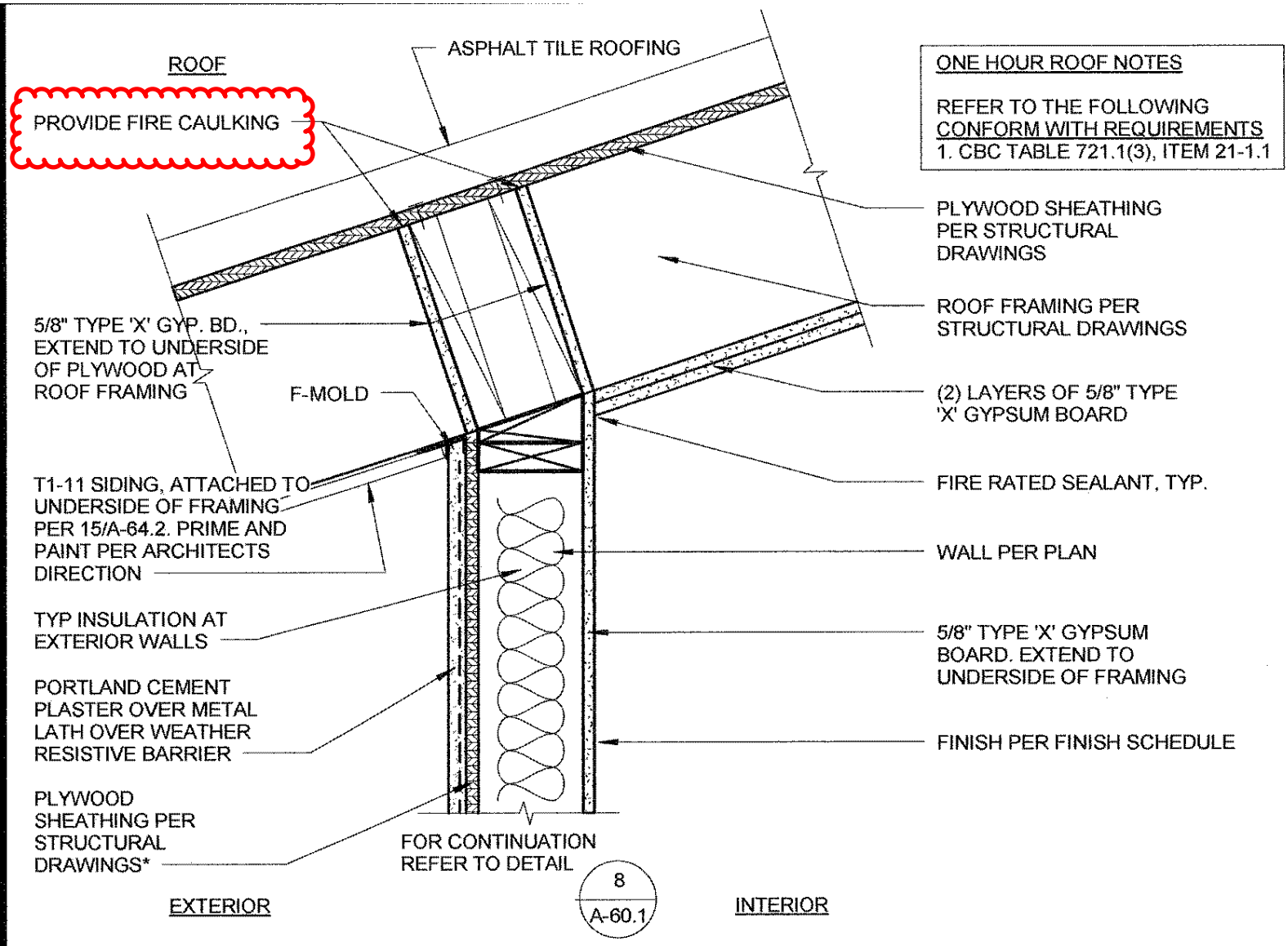
Detail 9/A-60.1 calls out for fire caulking at the top joint of the fire rated wall where drywall meets the plywood sheathing for the roof only. The IOR is requesting that additional fire caulking be added in all of the rafter bays to both the interior and exterior sides of the wall per the attached sketch. Please confirm that we are to proceed with the additional fire caulking that the IOR is requesting

ANSWER

Provide fire caulking per the attached sketches.

Response Provided By: Tom Bardwell (Name) | SVA Architects (Company) | 2/5/2018 (Date)

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



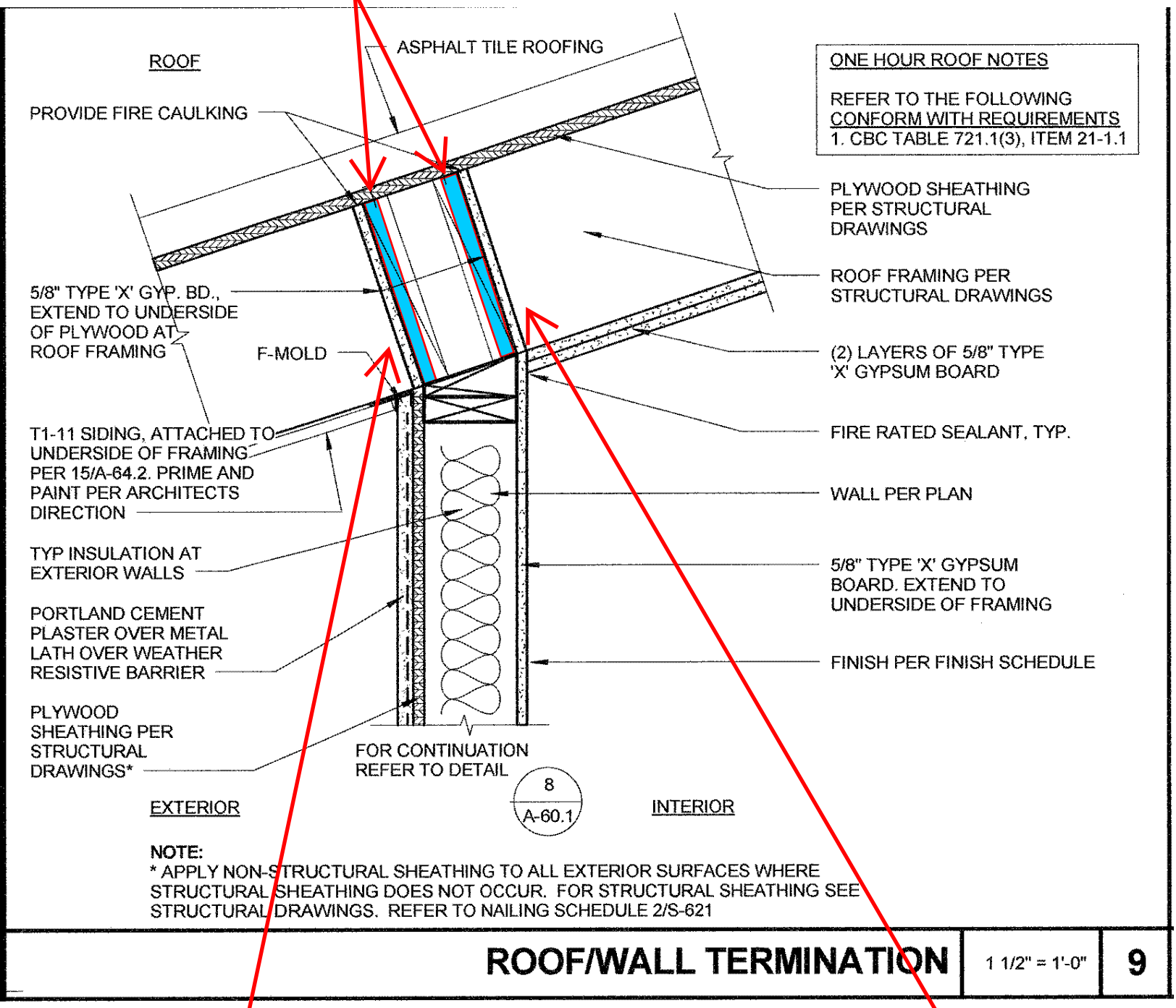
NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

ROOF/WALL TERMINATION

1 1/2" = 1'-0"

9

2 layers of 5/8" type 'X' GYP. BD.



ONE HOUR ROOF NOTES

REFER TO THE FOLLOWING CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1(3), ITEM 21-1.1

NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

ROOF/WALL TERMINATION

1 1/2" = 1'-0"

9

The IOR is requesting fire caulking on all (4) sides: top, bottom, left and right, on the 2nd layer of drywall between all the rafter bays on the exterior.

IOR is requesting fire caulking on (3) sides: top, left and right, on the 2nd layer of drywall between all the rafter bays on the interior.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 255 R0

Project: Elm Elementary School Reconstruction Project

Date: 8/13/2018

DESCRIPTION OF WORK

CCD 23, RFI 420, 426

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to remove and reinstall branch selector boxes equipment per CCD 23 in lieu of Detail 2/M511. Also, cost to install isolation springs and refrigerant pipe flex connectors. Reason: Per CCD 23 and RFIs 420 and 426 Requested By: SVA Architects Ref: CCD 23, RFIs 420 and 426	Sheldon Mechanical Corp	27,234
	Subtotal:	27,234
Contractual Costs		
Overhead 15%		4,085
	Subtotal:	4,085
	Total Change Order Request Amount:	**31,319**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

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 #10 CCD #23, RFI #420 and RFI #426 Added Materials for Branch Selectors, Inline Exhaust Fans and Fan Coil Unit T&M

Dear Kyle,

Attached is our itemized cost on Time & Material to furnish and install Unistrut and Lag Screws for the Equipment being hung in Building 1 per CCD #23 in lieu of Detail 2 on M511 as shown on the Contract Drawings. The Branch Selector Boxes were already installed and will need to be taken down to install the new method of attachment and Isolation Springs. Also there is an additional cost to furnish and install Isolation Springs and Refrigerant Pipe Flex Connectors for (5) Branch Selector Boxes per RFI #420 and RFI #426.

DFI Invoice including Sales Tax……..$2,582.00
Windustrial including Sales Tax……...$2,347.00
M.W. Sausse including Sales Tax…….$1,940.00
Foreman (1.5 Hours @ $118.91)…….....$178.00
Journeyman (169.5 Hours @ 98.14…….$16,635.00
Sub Total……..…….....$23,682.00
Overhead and Profit – 15%.....$3,552.00
Cost for SMC COR #10..……....$27,234.00

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

DUCT FABRICATORS
DFI
INCORPORATED

P.O. Box 803338, Santa Clarita, CA 91380
Tel: 661-705-8780 Fax: 661-705-8790

INVOICE

July 26, 2018

FOR: Elm Street Elementary

BILL TO: Mr. Dillon Boute'
Sheldon Mechanical Corp
26015 Avenue Hall
Santa Clarita, CA 91355
661-286-1361

DESCRIPTION	AMOUNT
Please reference your sheets tagged: CCD #23	$ 2,358.00
All material constructed per your details and specifications	
P1000 Unistrut and Lag Screws for the following Equipment	
Branch Selector Boxes, Inline Exhaust Fans and Fan Coil Unit	
Cutting of Unistrut included, please provide pre-cut lengths	

SUBTOTAL	$ 2,358.00
TAX RATE	9.50%
SALES TAX	224.01
OTHER	-
TOTAL	**$ 2,582.01**

Make all checks payable to **Duct Fabricators Incorporated.**
THANK YOU FOR YOUR BUSINESS!

ORANGE COUNTY
Windustrial™
COMPANY

1335 S ALLEC ST
ANAHEIM, CA 92805-6304

PHONE (714) 532-1900
FAX (714) 532-1945

Job Name
REFRIGERANT PIPING FLEX CONNECTORS

Quote No.	Date	Page
0018216	5/10/18	1
Expiration Date		6/01/18
Revised Date		5/10/18
Bid Due Date		5/02/18

Quoted To Customer

SHELDON MECHANICAL
MAIN ACCOUNT
26015 AVENUE HALL
VALENCIA, CA 91355-1241

Phone (661) 286-1361
Fax (661) 287-9083

Quoted By

SHAUN SCHUTTE
SMSCHUTTE@WINDUSTRIAL.COM
(714) 532-1900

Customer	Payment Terms	Quoted To	Salesperson	FOB
013593	NET 30 DAYS	Matthew Van Denburg	SHAUN SCHUTTE	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	5	VAF-9 1-1/8OD VIBRATION ELIM ** VAFS 650PSI 11/8X13 **	61.2500	EA	306.25
2.0	5	VAF-10 1-3/8OD VIBRATION ELIM ** VAFS 650PSI 13/8X14-1/4 **	55.6500	EA	278.25
3.0	26	VAF-3 3/8OD VIBRATION ELIM ** VAFS 650PSI 3/8X8 1/4 **	25.6333	EA	666.47
4.0	26	VAF-5 5/8OD VIBRATION ELIM ** VAFS 650PSI 5/8X9-3/4 **	34.3333	EA	892.67

Tax Area Id		
050590090	Net Sales	2,143.64
	Freight	.00
	Tax	203.65
	Quotation Total	2,347.29

M. W. SAUSSÉ & CO., INC
28744 WITHERSPOON PARKWAY VALENCIA, CA 91355-5425
PHONE: 661-257-3311 FAX: 661-257-6050

QUOTATION

CUSTOMER: SHELDON MECHANICAL
26015 AVENUE HALL
SANTA CLARITA, CA 91355

CONTACT: DILLON BOUTE
PHONE: 661-286-1361 **FAX:** 661-287-9086
E-MAIL: dillon@sheldonmech.com
MECH. ENGR.:

QUOTE NO.: QT35467.04
QUOTE DATE: 04/19/2018
BID DATE:
SALES REP: TH
PAGE: 1 OF 1

JOB NAME: ELM STREET ES - CCD #23

FOB-VALENCIA

UNIT TAG	QTY.	GROUPED	PART	DESCRIPTION	PRICE	TOTAL
(5) B-1	5	SETS	PRX1CCBK	PRMXA-1C W/ CBK Seismic Spring Hanger w/ Cable Bracing. 1" Deflection. OSHPD Pre-Approved: OPM-0203-13	$360.00	$1,800.00

TOTAL: $1,800.00

SIGNATURE: _____

PREPARED BY: TORRIS HELLAND
E-MAIL: tohelland@vibrex.net
PAGE: 1 OF 1

CONDITIONS. Terms: 30 days Net to firms of approved credit. These prices are based on one shipment at one time to one destination. They are intended for acceptance within 30 days and are thereafter subject to change without notice. Sales and/or Use Taxes additional where applicable. It is understood that under no circumstances will the seller be liable for consequential, special or contingent damages. All quotations and sales are made without liability on our part for delays arising from strikes, accidents and/or other causes beyond our control. We estimate all promises of shipment as near as possible, and endeavor in every case to ship within the time promised, but cannot guarantee to do so. Permission must first be obtained from us before any goods can be returned for credit. A charge will be made to cover cost of handling. Orders for special items are accepted with the understanding that they are not subject to cancellation after work has been started, except upon terms that protect us from loss. Where specifications are cited, we endeavor to note all exceptions thereto, but cannot accept responsibility for failure to do so. INTEREST at 1% per month added to PAST DUE ACCOUNTS.

SHELDON MECHANICAL CORPORATION

6015 AVENUE HALL SANTA CLARITA.CA 91355
el. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

'O: Bernards

UBJECT: CCD-23

DATE: 5/17/2018

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Jesse Flores				
David Vargas	Install FC-210 rm210 per CCD-23	3		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/7/18

MATERIAL

DESCRIPTION	AMOUNT
2pcs. P-1000 unistrut	
24pcs 1/2" x 6" wood lags	
24pcs.1/2" Unistrut washers	

SUBMITTED ON: 6/4/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

6015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 5/21/2018

SUBJECT: CCD-23

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Michael Smith				
Brandon Smith	Install Branch Controller 1 rm 105	3		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 6/7/18

MATERIAL

DESCRIPTION	AMOUNT
2pcs. P-1000 slotted. 24pcs. 3/8" x 6" wood lags	
24pcs. 3/8" unistrut washers	
4pcs. Isolation springs sausse vibrex.	

SUBMITTED ON: 6/4/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

6015 AVENUE HALL SANTA CLARITA.CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 5/29/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Jesse Flores	Install unstrut for EF-5	2		
	Verification of Time Only Subject to the Terms and Conditions of the Subcontract Agreement By: Signature: Print Name: Date: 6/5/18			

MATERIAL

DESCRIPTION	AMOUNT
24pcs. 1/2" x 6" wood lags	
2pcs. P-1000 unistrut	
24pcs.1/2" unistrut washer. 8pcs. Mason Ind. Sbc-0	
20' x 3/32 7/19 aircraft cable	

SUBMITTED ON: 6/4/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

5015 AVENUE HALL SANTA CLARITA,CA 91355
el. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

O: Bernards

UBJECT: CCD-23

DATE: 6/4/2018

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Brandon Smith	install BC-2 rm. 118 per CCD-23	3		

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/13/18

MATERIAL

DESCRIPTION	AMOUNT
3pcs- 1-5/8 p-1000 unistrut slotted	
24 -1/2" x 6"long wood lags	
24- 1/2" unistrut washers	
8pcs SBC-1 Mason industries ,	
40' of Galvinized prestretched aircraft cable 7x19 strand core	

SUBMITTED ON: 6/11/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

6015 AVENUE HALL SANTA CLARITA,CA 91355
el (661) 286-1361 Fax (661)-287-9086

TIME AND MATERIAL VERIFICATION

O: Bernards

DATE: 6/5/2018

JOB NAME: Elm Street

UBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Brett parker	install BC-2 rm. 118 per CCD-23	4		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/13/18

MATERIAL

DESCRIPTION	AMOUNT
3pcs- 1-5/8 p-1000 unistrut slotted	
24 -1/2" x 6"long wood lags	
24- 1/2" unistrut washers	
8pcs SBC-1 Mason industries .	
40' of Galvinized prestretched aircraft cable 7x19 strand core	

SUBMITTED ON: 6/11/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

6015 AVENUE HALL SANTA CLARITA.CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 6/5/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Jesse Flores	Install EF-7 per CCD-23	8		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 6/13/18

MATERIAL

DESCRIPTION	AMOUNT
3pcs- 1-5/8 unistrut p-1000 slotted	
24 -1/2" x 6"long wood lags	
24- 1/2" unistrut washers	
8pcs SBC-1 Mason industries ,	
40' of Galvinized prestretched aircraft cable 7x19 strand core	

SUBMITTED ON: 6/11/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

6015 AVENUE HALL SANTA CLARITA.CA 91355
el. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

'O: Bernards

UBJECT: CCD-23

DATE: 6/8/2018

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Jesse Flores	Install EF-13 per CCD-23	8		
	Verification of Time Only Subject to the Terms and Conditions of the Subcontract Agreement			
	By: Signature: Print Name Date: 6/13/18			

MATERIAL

DESCRIPTION	AMOUNT
3pcs- 1-5/8 p-1000 unistrut slotted	
24 -1/2" x 6"long wood lags	
24- 1/2" unistrut washers	
8pcs SBC-1 Mason industries .	
40' of Galvinized prestretched aircraft cable 7x19 strand core	

SUBMITTED ON: 6/11/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

5015 AVENUE HALL SANTA CLARITA,CA 91355
el. (661) 286-1361 Fax: (661)-287-9086

TIME AND MATERIAL VERIFICATION

O: Bernards

DATE: 6/8/2018

JOB NAME: Elm Street

UBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
David Vargas Brett Parker	Install BC-3 Rm 213	4		

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 6/13/18

MATERIAL

DESCRIPTION	AMOUNT
3pcs- 1-5/8 p-1000 unistrut slotted	
24 -1/2" x 6"long wood lags	
24- 1/2" unistrut washers	
8pcs SBC-1 Mason industries ,	
40' of Galvinized prestretched aircraft cable 7x19 strand core	

SUBMITTED ON: 6/11/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 6/18/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla	Install flex connector per CCD-23	8		
	BC-1			

MATERIAL

DESCRIPTION	AMOUNT
6 of Vibration absorber 3/8", 6 of Vibration Absorber 5/8"	
1of 1- 1/8" Vibration Absorber, 1 of 1-3/8" Vibration Absorber	
PRMXA-1C W/CBK Seismic Spring Hanger w/cable OSHPD pre-approved OPM-0203-13	
3- R size oxygen bottle, 3-MC size acteylene bottles	
2-stay silver -1lb 15% brazing sticks	

SUBMITTED ON: 6/25/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 6/18/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla				
Brett Parker	Install flex connector per CCD-23	16		
	BC-1			

MATERIAL

DESCRIPTION	AMOUNT
6 of Vibration absorber 3/8", 6 of Vibration Absorber 5/8"	
1of 1- 1/8" Vibration Absorber, 1 of 1-3/8" Vibration Absorber	
PRMXA-1C W/CBK Seismic Spring Hanger w/cable OSHPD pre-approved OPM-0203-13	
3- R size oxygen bottle, 3-MC size acteylene bottles	
2-stay silver -1lb 15% brazing sticks	

SUBMITTED ON: 6/25/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 6/19/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla				
Brett Parker	Install flex connector per CCD-23	16		
	BC-1			

MATERIAL

DESCRIPTION	AMOUNT
6 of Vibration absorber 3/8", 6 of Vibration Absorber 5/8"	
1of 1- 1/8" Vibration Absorber, 1 of 1-3/8" Vibration Absorber	
PRMXA-1C W/CBK Seismic Spring Hanger w/cable OSHPD pre-approved OPM-0203-13	
3- R size oxygen bottle, 3-MC size acteylene bottles	
2-stay silver -1lb 15% brazing sticks	

SUBMITTED ON: 6/25/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA.CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 6/20/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla Brett Parker	Install flex connector per CCD-23	16		
	BC-1.BC-2			

MATERIAL

DESCRIPTION	AMOUNT
6 of Vibration absorber 3/8", 6 of Vibration Absorber 5/8"	
1of 1- 1/8" Vibration Absorber, 1 of 1-3/8" Vibration Absorber	
PRMXA-1C W/CBK Seismic Spring Hanger w/cable OSHPD pre-approved OPM-0203-13	
3- R size oxygen bottle, 3-MC size acteylene bottles	
4-stay silver - 28 pcs 15% solder sticks	

SUBMITTED ON: 6/25/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 6/21/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla				
Brett Parker	Install Flex connector for BC-2	16		

MATERIAL

DESCRIPTION	AMOUNT
6 of Vibration absorber 3/8", 6 of Vibration Absorber 5/8"	
1of 1- 1/8" Vibration Absorber, 1 of 1-3/8" Vibration Absorber	
PRMXA-1C W/CBK Seismic Spring Hanger w/cable OSHPD pre-approved OPM-0203-13	
3- R size oxygen bottle, 3-MC size acteylene bottles	
4-stay silver - 28 pcs 15% solder sticks	

SUBMITTED ON: 6/25/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 6/22/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla Brett Parker	Install Flex connector for BC-2	16		

MATERIAL

DESCRIPTION	AMOUNT
6 of Vibration absorber 3/8", 6 of Vibration Absorber 5/8"	
1of 1- 1/8" Vibration Absorber, 1 of 1-3/8" Vibration Absorber	
PRMXA-1C W/CBK Seismic Spring Hanger w/cable OSHPD pre-approved OPM-0203-13	
3- R size oxygen bottle, 3-MC size acteylene bottles	
4-stay silver - 28 pcs 15% solder sticks	

SUBMITTED ON: 6/25/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7/16/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Andrew Bonsignori Brett Parker	Install Flex connector for BC-3 rm 213	16		

MATERIAL

DESCRIPTION	AMOUNT
6 of Vibration absorber 3/8", 6 of Vibration Absorber 5/8"	
1of 1- 1/8" Vibration Absorber, 1 of 1-3/8" Vibration Absorber	
PRMXA-1C W/CBK Seismic Spring Hanger w/cable OSHPD pre-approved OPM-0203-13	
3- R size oxygen bottle, 3-MC size acteylene bottles	
4-stay silver - 28 pcs 15% solder sticks	

SUBMITTED ON: 7/16/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7/17/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Brett Parker				
Andrew Bonsignori	CCD-23 rm 213 BC-3	16		

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: 7/17/2018

VERIFIED BY:

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7/18/2018

JOB NAME: Elm Street

SUBJECT: CCD-23

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Brett Parker				
Andrew Bonsignori	CCD-23 rm 213 BC-3	16		

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: 7/23/2018

VERIFIED BY:

California State Contractor's License Number

DSA 140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Elm Street Elementary School	DSA App. #: 03 - 116407

APPLICANT

CCD Cat. ☒ A / ☐ B, #23	Date Submitted: 03/23/18	Attached Pages?: ☐ No ☒ Yes (1 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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

☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.

☒ For project currently under construction.

☐ To obtain DSA approval of existing uncertified building(s).

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: Robert Simons

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: ☒ 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 this project.

Brief description of construction change (attach additional sheets if needed):
Added detail SKS-1 and SKS-2 per RFI 333 and 351, hanger supports for light weight HVAC equipment.

THIS DSA APPROVAL FOR STRUCTURAL ONLY.

List of DSA approved drawings affected by this CCD: See attached sheets

DSA USE ONLY

SSS A. Widjaja Date 03/30/2018 (Approved) / Disapproved / Not Req'd

FLS X Date _____ Approved / Disapproved / (Not Req'd)

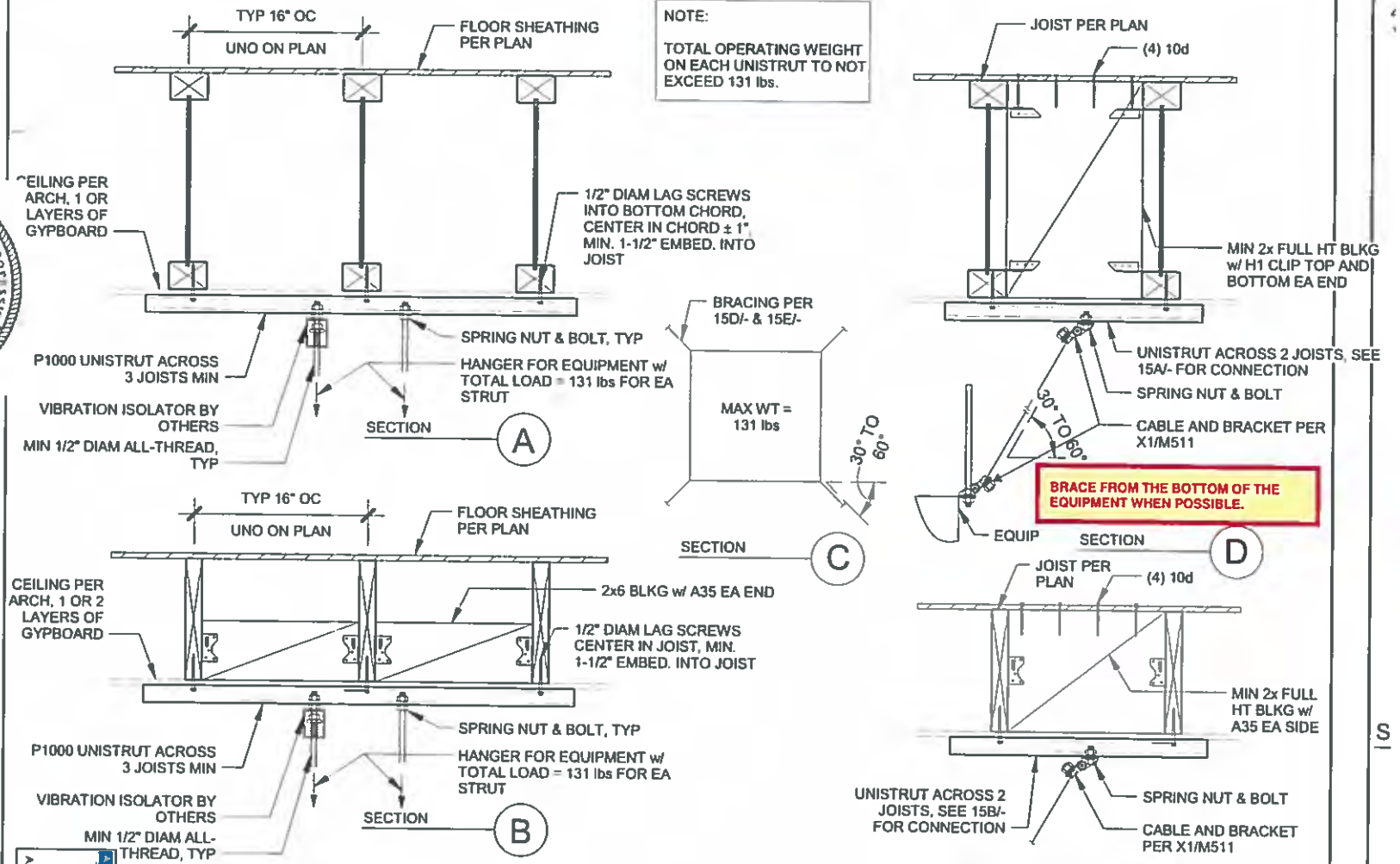
ACS X Date _____ Approved / Disapproved / (Not Req'd)

Remarks: DSA APPROVAL FOR "CLOUDED" PORTION ONLY.

For business office use only
Date Sent
Return By
Delivery Method

DSA Stamp

DSA APPROVED AWidjaja
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 03/30/2018
Appl. No: 03-116407_140_23_SSS.pdf



CLASSROOM BLDG EQUPMENT SUPPORT DETAIL

SCALE: NTS

23 15

ARCHITECTS

STRUCTURAL ENGINEER — REGISTERED PROFESSIONAL ENGINEER — STATE OF CALIFORNIA — PETER SAKIS — No. 5031 — Exp. 6/30/19

PROJECT NUMBER: A #03-116407

PROJECT NAME: ELM ELEMENTARY

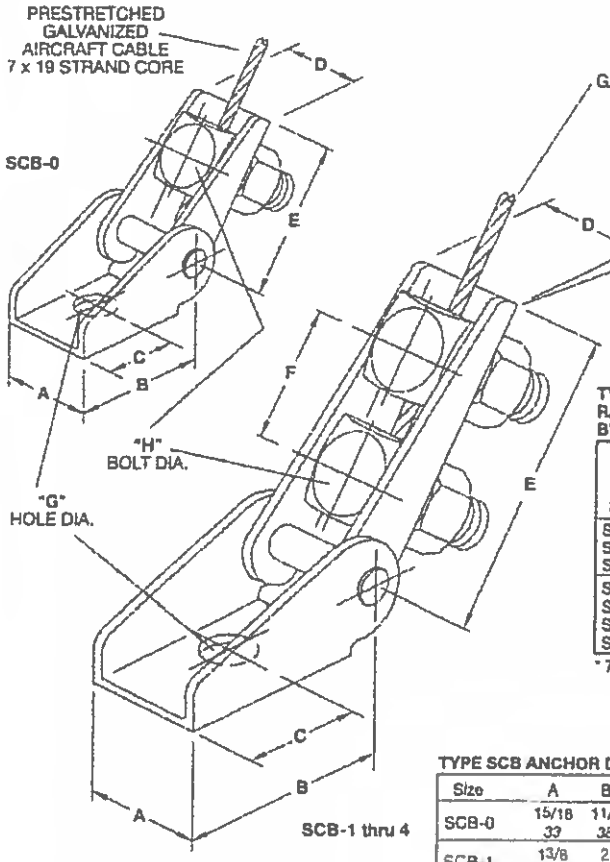
DESCRIPTION: NEW DETAIL 15/S-614

ISSUE REFERENCE	DRAWING REFERENCE	SKS #:
CCD#023	15/S-614	SKS-1

DATE: 03/16/2018
SCALE:
DRAWN BY: Author

S1

SCB - SEISMIC CABLE BRACE



TYPE SCB ASSEMBLY RATINGS AS CONTROLLED BY CABLE BREAKING STRENGTH

Size	Cable Diameter (in)	(mm)	OSHP Max. Ratings (lbs)	(kN)	Min. Torque on Bolts (ft/lbs)	(N/m)
SCB-0	1/16"	1.6	235	1.0	30	41
SCB-0	3/32"	2.4	460	2.1	30	41
SCB-0	3/32	2.4	500	2.2	30	41
SCB-1	1/8	3.0	975	4.3	25	34
SCB-2	3/16	5.0	2060	9.1	45	61
SCB-3	1/4	6.0	3150	14.0	55	75
SCB-4	3/8	10.0	6875	30.5	200	271

* 7 x 7 Strand Core

TYPE SCB ANCHOR DIMENSIONS (inches) (mm)

Size	A	B	C	D	E	F	G	H
SCB-0	15/16 33	1 1/2 38	3/4 19	15/16 24	13/4 44	– –	7/16 13	1/2 13
SCB-1	13/8 35	2 51	1 25	15/16 24	33/8 86	1 1/2 38	9/16 14	1/2 13
SCB-2	15/8 41	23/4 70	13/8 35	13/16 30	43/8 111	13/4 45	11/16 17	5/8 16
SCB-3	2 51	31/2 88	13/4 45	17/16 37	43/4 121	2 51	13/16 21	3/4 19
SCB-4	31/8 79	5 127	21/2 64	115/16 49	53/4 146	21/4 57	15/16 33	1 25

NOTE: Bracket Material is A36 Steel

APPROVED

Fixed Equipment Anchorage
Office of Statewide Health Planning and Development

OPA-0349
on
December 22, 2006

Anthony R. Pike (916) 654-3362

MASON INDUSTRIES, Inc.
Manufacturers of Vibration Control Products
NY Mailing Address: PO Box 410, Smithtown, NY 11787
350 Rabro Drive, Hauppauge, NY 11788, 631/348-0282, FAX 631/348-0279, Info@Mason-Ind.com
2101 W. Crescent Ave., Suite D, Anaheim, CA 92801, 714/535-2727, FAX 714/535-5738, Info@MasonAnaheim.com

Dhiru Mali
Structural Engineer
California SE No. 2811

Page
X1

SVA ARCHITECTS	DESCRIPTION: AS APPROVED	DRAWING REFERENCE: M511	SKS #: SKS-2
	PROJECT NAME: ELM ELEMENTARY	ISSUE REFERENCE: CCD#023	DATE: 03/16/2018
	PROJECT NUMBER: A #03-116407		SCALE:
			DRAWN BY: Author

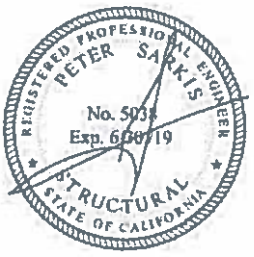
Elm Elementary
Branch Controller
Equipment Anchorage Analysis/Design - 2016 CBC (STRENGTH LEVEL)

Seismic Force			
Component Amplification Factor	a_p =	2.5	(Table 16-O)
Component Response Modification Factor	R_p =	6.0	(Table 16-O)
Importance Factor	I_p =	1.25	(Table 16-K)
Seismic Factor	S_{DS} =	1.607	(Table 16-Q)
Equipment Weight (Operating)	W_p =	131 lbs	
Equipment Point of Attachment Elevation	z =	1 ft or level	
Average Roof Height Elevation	h =	1 ft or level	
$F_{p\,max} = 1.6*S_{DS}*I_p*W_p =$		421 lbs	(Eq 32-1)
$F_p = (0.4*a_p*S_{DS}*W_p)/(R_p/I_p)*(1+(2*z/h))=$		132 lbs	(Eq 32-2)
$F_{p\,min} = 0.3*S_{DS}*I_p*W_p =$		79 lbs	(Eq 32-3)

Horizontal Seismic Force Factor =		**1.004375**
Horizontal Seismic Force	**F_p =**	**132 lbs**
Vertical Seismic Force	**$0.2S_{DS}$ =**	**42 lbs**

Mounting Geometry		
Height	H =	11.5 in
Width	W =	43.75 in
Depth	D =	20.5 in

Use Mason OPA SCB bracket and aircraft cable. Ok by inspection.



CITYMULTI® Main BC Controller: CMB-P1010NU-HA1

MITSUBISHI ELECTRIC

Job Name:	
System Reference:	Date:

BC-1

SAMPLE IMAGE FOR REFERENCE

ACCESSORIES:

- Joint Kit CMY-R160-J1
- Branch Joint (T-Branch) CMY-Y102SS-G2
- Condensate Pump (BlueDiamond) X87-721
- Condensate Pump (Sauermann) SI3100-230
- Ball Valve (3/8" SAE Brazed) BV38BBSI
- Ball Valve (5/8" SAE Brazed) BV58BBSI
- Sub BC Controller CMB-1016NU-HB1*
- Sub BC Controller CMB-104NU-GB1*
- Sub BC Controller CMB-108NU-GB1*

*See Submittal for information on each option.

SPECIFICATIONS:

Indoor Unit Capacity Connectable To 1 Branch	Btu/h	54,000
Number Of Branches		10
Electrical Requirements		
Electrical Power Requirements		208 / 230V, 1 phase, 60Hz
Minimum Circuit Ampacity (MCA)	A	1.60 / 1.88
Power Input (208 / 230V)		
Cooling	kW	0.183 / 0.236
Heating		0.092 / 0.118
Current Input (208 / 230V)		
Cooling	A	0.88 / 1.03
Heating		0.45 / 0.52
External Dimensions	In.(mm)	11-7/16 x 43-3/4 x 20-1/2 (289 x 1,110 x 520)
Net Weight	Lbs.(kg)	131 (59)
External Finish		Galvanized steel plate

Refrigerant Piping Diameter to Indoor Unit (Brazed)

		Liquid	Gas
less than 18,000 Btu/h	In.(mm)	1/4 (6.35)	1/2 (12.7)
18,000 to 54,000 Btu/h	In.(mm)	3/8 (9.52)	5/8 (15.88)
54,000 to 72,000 Btu/h	In.(mm)	3/8 (9.52)	3/4 (19.05)
greater than 72,000 Btu/h	In.(mm)	3/8 (9.52)	7/8 (22.2)

Refrigerant Piping Diameter to Air-source Outdoor Units (Brazed)

		High Pressure	Low Pressure
to 72,000 Btu/h	In.(mm)	5/8 (15.88)	3/4 (19.05)
73,000 to 108,000 Btu/h	In.(mm)	3/4 (19.05)	7/8 (22.2)
109,000 to 126,000 Btu/h	In.(mm)	3/4 (19.05)	1-1/8 (28.58)
127,000 to 192,000 Btu/h	In.(mm)	7/8 (22.2)	1-1/8 (28.58)
193,000 to 216,000 Btu/h	In.(mm)	1-1/8 (28.58)	1-1/8 (28.58)
217,000 to 288,000 Btu/h	In.(mm)	1-1/8 (28.58)	1-3/8 (34.93)
289,000 to 336,000 Btu/h	In.(mm)	1-1/8 (28.58)	1-5/8 (41.28)

Refrigerant Piping Diameter to Water-source Units (Brazed)

		High Pressure	Low Pressure
to 72,000 Btu/h	In.(mm)	5/8 (15.88)	3/4 (19.05)
73,000 to 108,000 Btu/h	In.(mm)	3/4 (19.05)	7/8 (22.2)
109,000 to 126,000 Btu/h	In.(mm)	3/4 (19.05)	1-1/8 (28.58)
127,000 to 192,000 Btu/h	In.(mm)	7/8 (22.2)	1-1/8 (28.58)
193,000 to 240,000 Btu/h	In.(mm)	1-1/8 (28.58)	1-1/8 (28.58)

Refrigerant Piping Diameter to Sub BC Controller (Brazed)

		Liquid	High Pressure	Low Pressure
to 72,000 Btu/h	In.(mm)	3/8 (9.52)	5/8 (15.88)	3/4 (19.05)
73,000 to 108,000 Btu/h	In.(mm)	3/8 (9.52)	3/4 (19.05)	7/8 (22.2)
109,000 to 126,000 Btu/h	In.(mm)	1/2 (12.7)	3/4 (19.05)	1-1/8 (28.58)
127,000 to 144,000 Btu/h	In.(mm)	1/2 (12.7)	7/8 (22.2)	1-1/8 (28.58)
145,000 to 168,000 Btu/h	In.(mm)	5/8 (15.88)	7/8 (22.2)	1-1/8 (28.58)

Field Drain Pipe Size	In.(mm)	1-1/4 (32)
Refrigerant		R410A
Connectable Outdoor Unit		PURY-P-T(S)K/LMU PURY-P-Y(S)K/LMU PURY-HP-T(S)KMU PURY-HP-Y(S)KMU PQRY-P-T(S)H/LMU PQRY-P-Y(S)H/LMU

NOTES:
1. Use Single BC Controller when R2-Series unit capacity is 120,000 Btu/h or less.
2. Use the Reducer (standard accessory) when the indoor unit capacity is 18,000 Btu/h or less.
3. Use Ball Valves to isolate individual branches (recommended).
4. Use Joint Pipe to combine branches when connected indoor unit capacity on a single branch exceeds 54,000 Btu/h.

Specifications are subject to change without notice.

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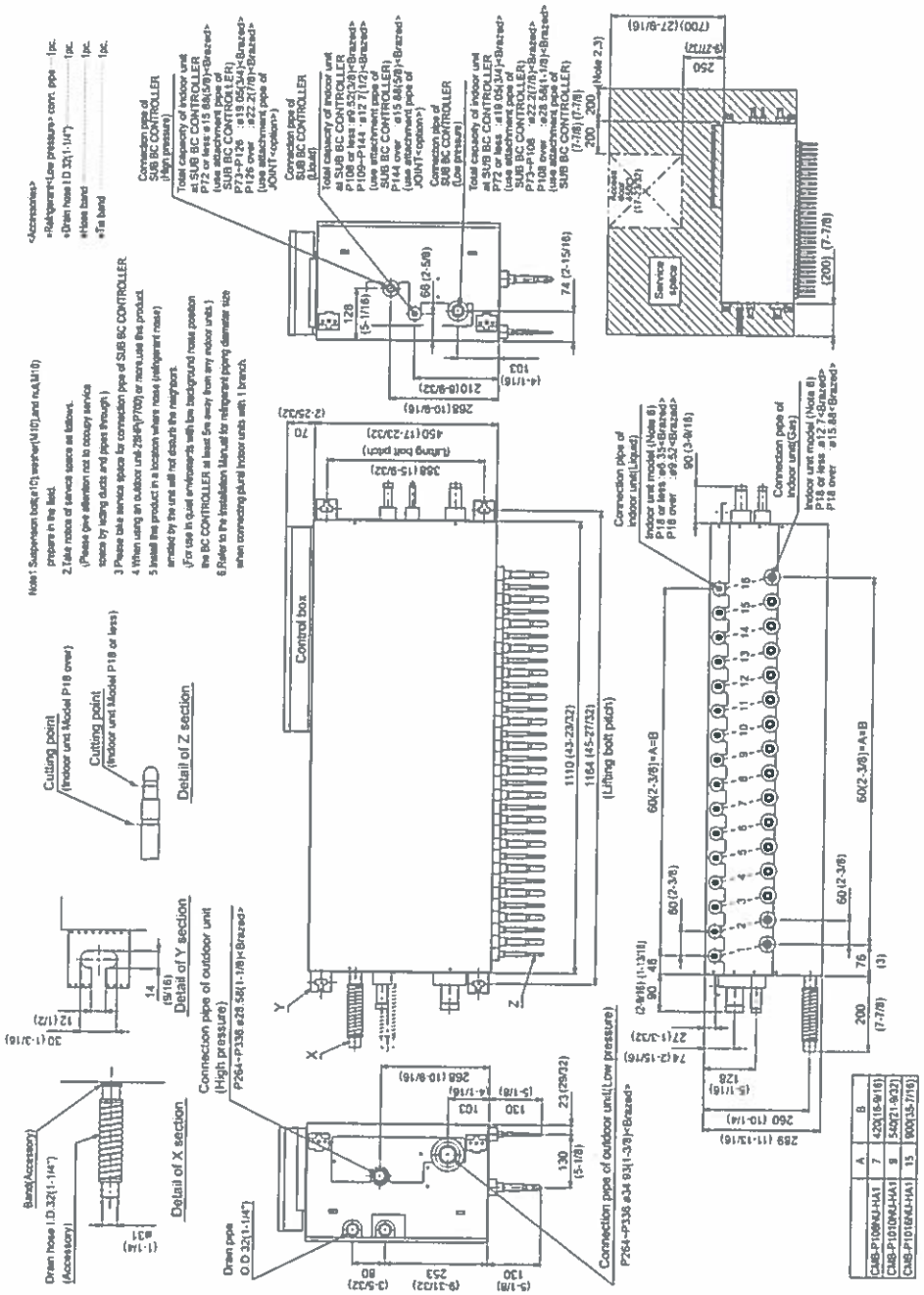
Model: CMB-P1010NU-HA1 – DIMENSIONS

Units: mm (in.)



	A	B
CMB-P1006NU-HA1	7	420(16-9/16)
CMB-P1010NU-HA1	8	540(21-9/32)
CMB-P1016NU-HA1	15	900(35-7/16)

MITSUBISHI ELECTRIC
COOLING & HEATING
1340 Satellite Boulevard. Suwanee, GA 30024
Toll Free 800-433-4822 www.mehvac.com

Intertek

Form# CMB-P1010NU-HA1 - 201511

Specifications are subject to change without notice.

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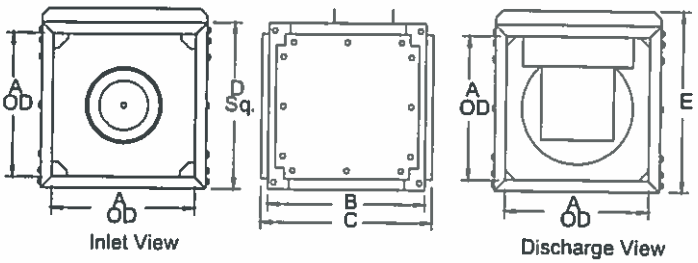
COOK

MARK: EF-5,6	
PROJECT: ELM ST ELEM SCHOOL	
DATE: 1/11/2017	

SQND-EC

Centrifugal Square Inline
Direct Drive
Electronically Commutated Vari-Flow® Motor

STANDARD CONSTRUCTION FEATURES:
All aluminum wheel - Galvanized steel housing - Three removable access doors - Closed cell neoprene gasketing - Inlet and discharge duct collars - Universal mounting feet - Permanently lubricated electronically commutated motor - Power rated in Input Watts - Transit tested packaging.



Performance

Qty	Catalog Number	Flow (CFM)	SP (inwc)	Fan RPM	Input Watts	FEG	Speed Control
2	120SQN17DEC	900	.500	1283	149	n/a(<1HP)	EC

Altitude (ft): 105 Temperature (F): 70

Motor Information

HP	RPM	Volts/Ph/Hz	Enclosure
1/2	1725	115/1/60	TENV -EC

Vari-Flow

Dimensions (inches)

A	16
B	20
C	22
D Sq.	18-7/16
E	20

NOTE: Accessories may affect dimensions shown.

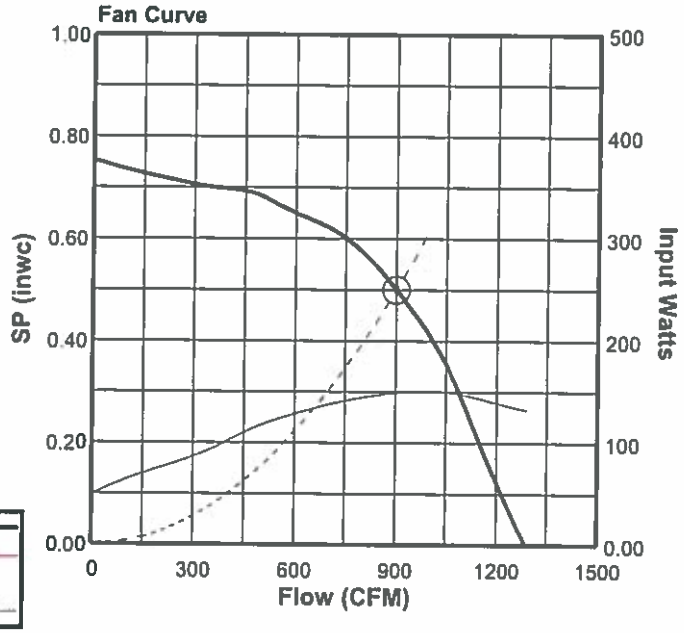
Weight(lbs)***	Shipping	128	Unit	62

***Includes fan, motor & accessories

Sound Data Sound Power by Octave Band

	1	2	3	4	5	6	7	8	LwA	dBA	Sones
Inlet	63	67	71	62	57	54	50	45	66	54	7.1
Outlet	72	71	70	64	64	59	51	45	68	57	8.0

Accessories:
FAN MOUNTED SPEED CONTROL
BD-16 DAMPER



Fan Curve Legend

CFM vs SP	
CFM vs Watts	
Point of Operation	○
System Curve	

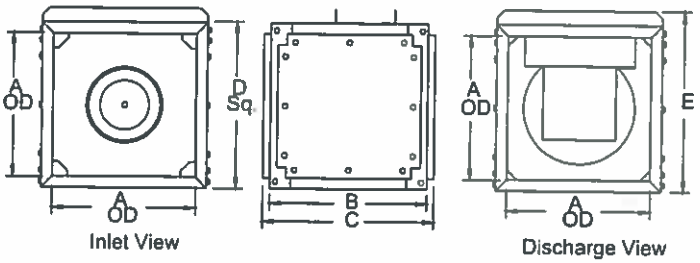
COOK

MARK: EF-7	
PROJECT: ELM ST ELEM SCHOOL	
DATE: 1/11/2017	

SQND-EC

Centrifugal Square Inline
Direct Drive
Electronically Commutated Vari-Flow® Motor

STANDARD CONSTRUCTION FEATURES:
All aluminum wheel - Galvanized steel housing - Three removable access doors - Closed cell neoprene gasketing - Inlet and discharge duct collars - Universal mounting feet - Permanently lubricated electronically commutated motor - Power rated in Input Watts - Transit tested packaging.



Performance

Qty	Catalog Number	Flow (CFM)	SP (inwc)	Fan RPM	Input Watts	FEG	Speed Control
1	120SQN17DEC	1000	.500	1346	172	n/a(<1HP)	EC

Altitude (ft): 105 Temperature (F): 70

Motor Information

HP	RPM	Volts/Ph/Hz	Enclosure
1/2	1725	115/1/60	TENV -EC

Vari-Flow

Dimensions (inches)

A	16
B	20
C	22
D Sq.	18-7/16
E	20

NOTE: Accessories may affect dimensions shown.

Weight(lbs)***	Shipping	128	Unit	62

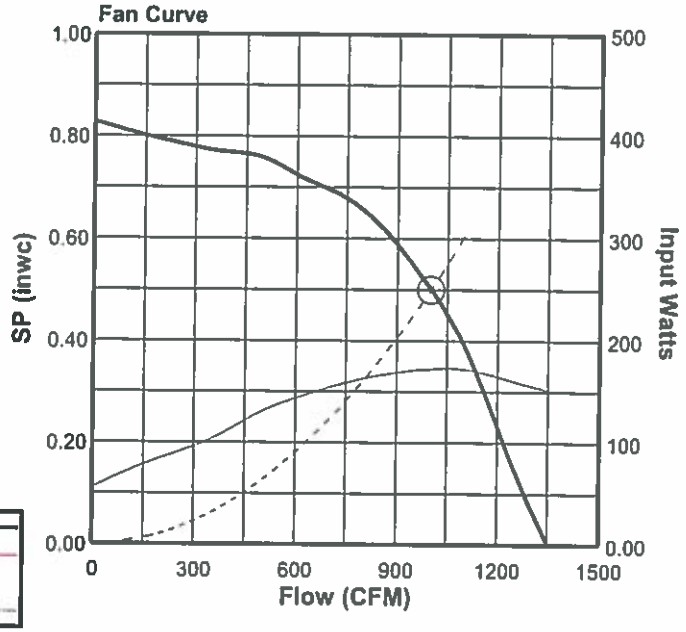
***includes fan, motor & accessories

Sound Data Sound Power by Octave Band

	1	2	3	4	5	6	7	8	LwA	dBA	Sones
Inlet	62	66	72	64	59	56	52	47	67	56	7.6
Outlet	72	71	70	65	65	61	54	47	69	58	8.5

Accessories:
FAN MOUNTED SPEED CONTROL
BD-16 DAMPER

Fan Curve



Fan Curve Legend

CFM vs SP	
CFM vs Watts	
Point of Operation	○
System Curve	

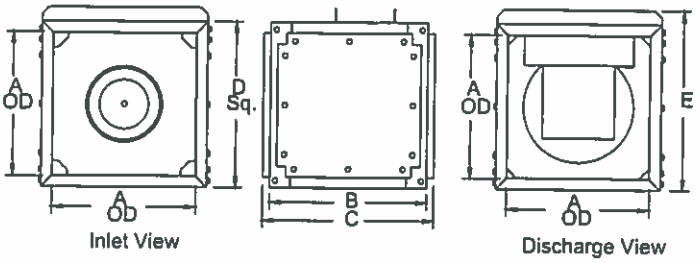
COOK

MARK: EF-8
PROJECT: ELM ST ELEM SCHOOL
DATE: 1/11/2017

SQND-EC

Centrifugal Square Inline
Direct Drive
Electronically Commutated Vari-Flow® Motor

STANDARD CONSTRUCTION FEATURES:
All aluminum wheel - Galvanized steel housing - Three removable access doors - Closed cell neoprene gasketing - Inlet and discharge duct collars - Universal mounting feet - Permanently lubricated electronically commutated motor - Power rated in Input Watts - Transit tested packaging.



Performance

Qty	Catalog Number	Flow (CFM)	SP (inwc)	Fan RPM	Input Watts	FEG	Speed Control
1	90SQN17DEC	150	.375	1237	27	n/a(<1HP)	EC

Altitude (ft): 105 Temperature (F): 70

Motor Information

HP	RPM	Volts/Ph/Hz	Enclosure
1/6	1725	115/1/60	TENV -EC

Vari-Flow

Dimensions (inches)

A	12
B	15
C	17
D Sq.	14
E	15-9/16

NOTE: Accessories may affect dimensions shown.

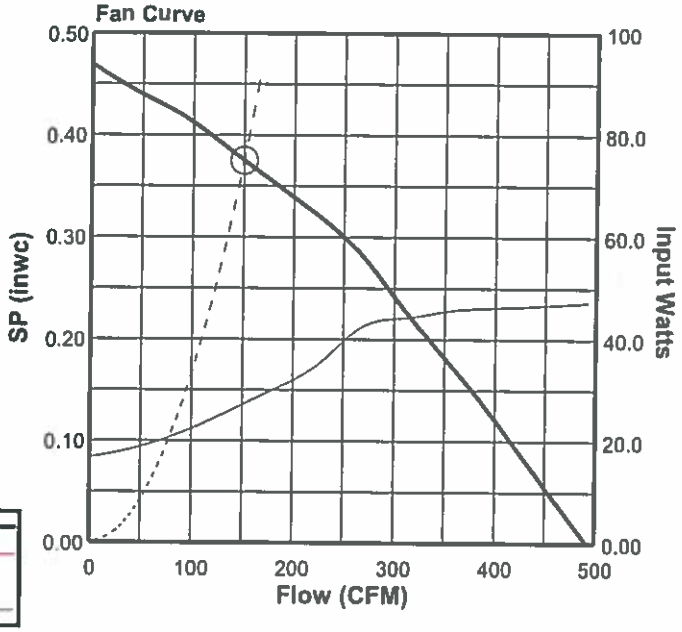
Weight(lbs)***	Shipping	92	Unit	89

***Includes fan, motor & accessories

Sound Data Sound Power by Octave Band

	1	2	3	4	5	6	7	8	LwA	dBA	Sones
Inlet	57	61	64	55	50	45	41	39	59	47	4.5
Outlet	75	68	64	58	53	48	43	40	61	50	5.6

Accessories:
FAN MOUNTED SPEED CONTROL
BD-12 DAMPER



Fan Curve Legend

CFM vs SP	
CFM vs Watts	
Point of Operation	○
System Curve	

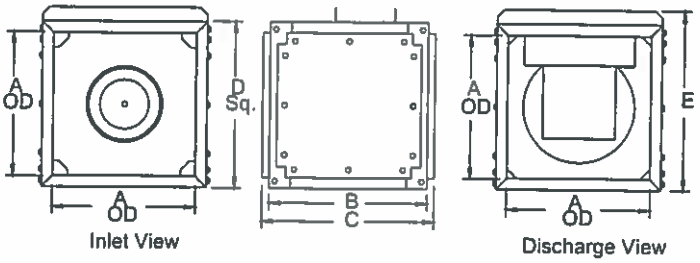
COOK

MARK: EF-9,16
PROJECT: ELM ST ELEM SCHOOL
DATE: 1/11/2017

SQND-EC

Centrifugal Square Inline
Direct Drive
Electronically Commutated Vari-Flow® Motor

STANDARD CONSTRUCTION FEATURES:
All aluminum wheel - Galvanized steel housing - Three removable access doors - Closed cell neoprene gasketing - Inlet and discharge duct collars - Universal mounting feet - Permanently lubricated electronically commutated motor - Power rated in Input Watts - Transit tested packaging.



Performance

Qty	Catalog Number	Flow (CFM)	SP (inwc)	Fan RPM	Input Watts	FEG	Speed Control
2	90SQN17DEC	250	.500	1510	59	n/a(<1HP)	EC

Altitude (ft): 105 Temperature (F): 70

Motor Information

HP	RPM	Volts/Ph/Hz	Enclosure
1/6	1725	115/1/60	TENV -EC

Vari-Flow

Dimensions (inches)

A	12
B	15
C	17
D Sq.	14
E	15-9/16

NOTE: Accessories may affect dimensions shown.

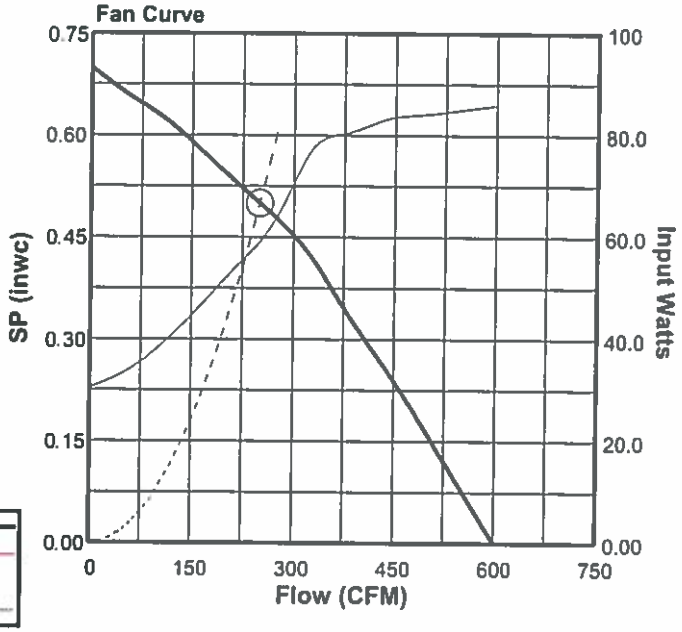
Weight(lbs)***	Shipping	92	Unit	89

***Includes fan, motor & accessories.

Sound Data Sound Power by Octave Band

	1	2	3	4	5	6	7	8	LwA	dBA	Sones
Inlet	62	65	68	61	56	51	47	43	63	52	5.9
Outlet	81	71	69	62	59	54	48	43	66	54	7.7

Accessories:
FAN MOUNTED SPEED CONTROL
BD-12 DAMPER



Fan Curve Legend

CFM vs SP
CFM vs Watts
Point of Operation
System Curve

v6.6.153.13487

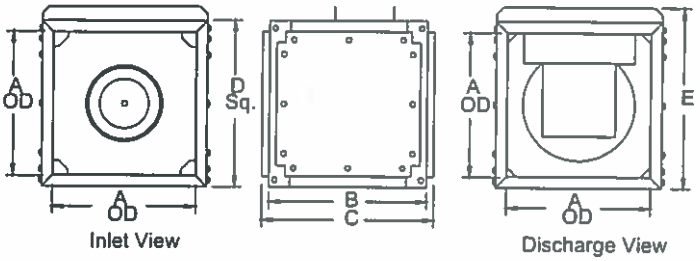
COOK

MARK: EF-13	
PROJECT: ELM ST ELEM SCHOOL	
DATE: 1/11/2017	

SQND-EC

Centrifugal Square Inline
Direct Drive
Electronically Commutated Vari-Flow® Motor

STANDARD CONSTRUCTION FEATURES:
All aluminum wheel - Galvanized steel housing - Three removable access doors - Closed cell neoprene gasketing - Inlet and discharge duct collars - Universal mounting feet - Permanently lubricated electronically commutated motor - Power rated in Input Watts - Transit tested packaging.



Performance

Qty	Catalog Number	Flow (CFM)	SP (inwc)	Fan RPM	Input Watts	FEG	Speed Control
1	120SQN17DEC	1500	.375	1690	317	n/a(<1HP)	EC

Altitude (ft): 105 Temperature (F): 70

Motor Information

HP	RPM	Volts/Ph/Hz	Enclosure
1/2	1725	115/1/60	TENV -EC

Vari-Flow

Dimensions (inches)

A	16
B	20
C	22
D Sq.	18-7/16
E	20

NOTE: Accessories may affect dimensions shown.

Weight(lbs)***	Shipping	128	Unit	62

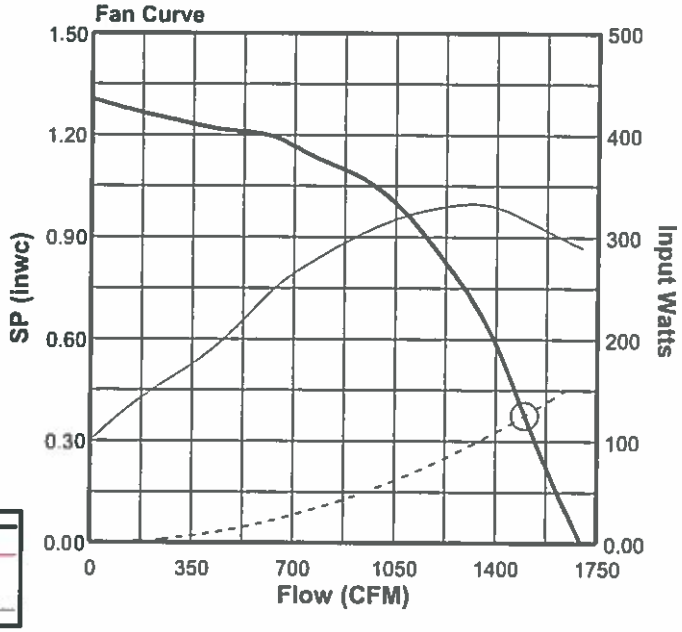
***Includes fan, motor & accessories.

Sound Data Sound Power by Octave Band

	1	2	3	4	5	6	7	8	LwA	dBA	Sones
Inlet	70	69	78	74	66	67	64	55	75	64	12.1
Outlet	79	75	72	71	72	70	65	55	76	65	13.1

Accessories:
FAN MOUNTED SPEED CONTROL
BD-16 DAMPER

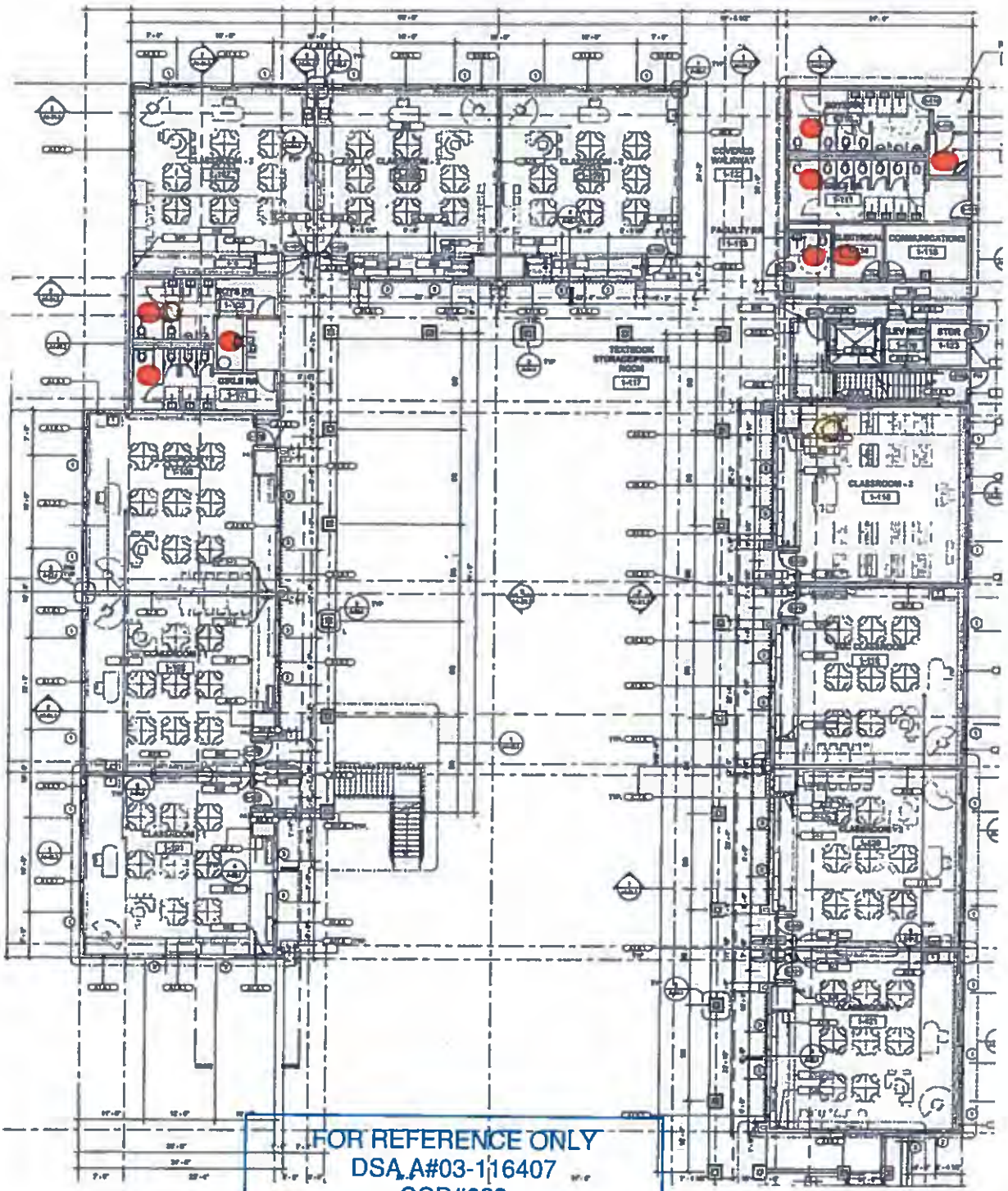
Fan Curve



Fan Curve Legend

CFM vs SP	
CFM vs Watts	
Point of Operation	○
System Curve	

1ST FLOOR

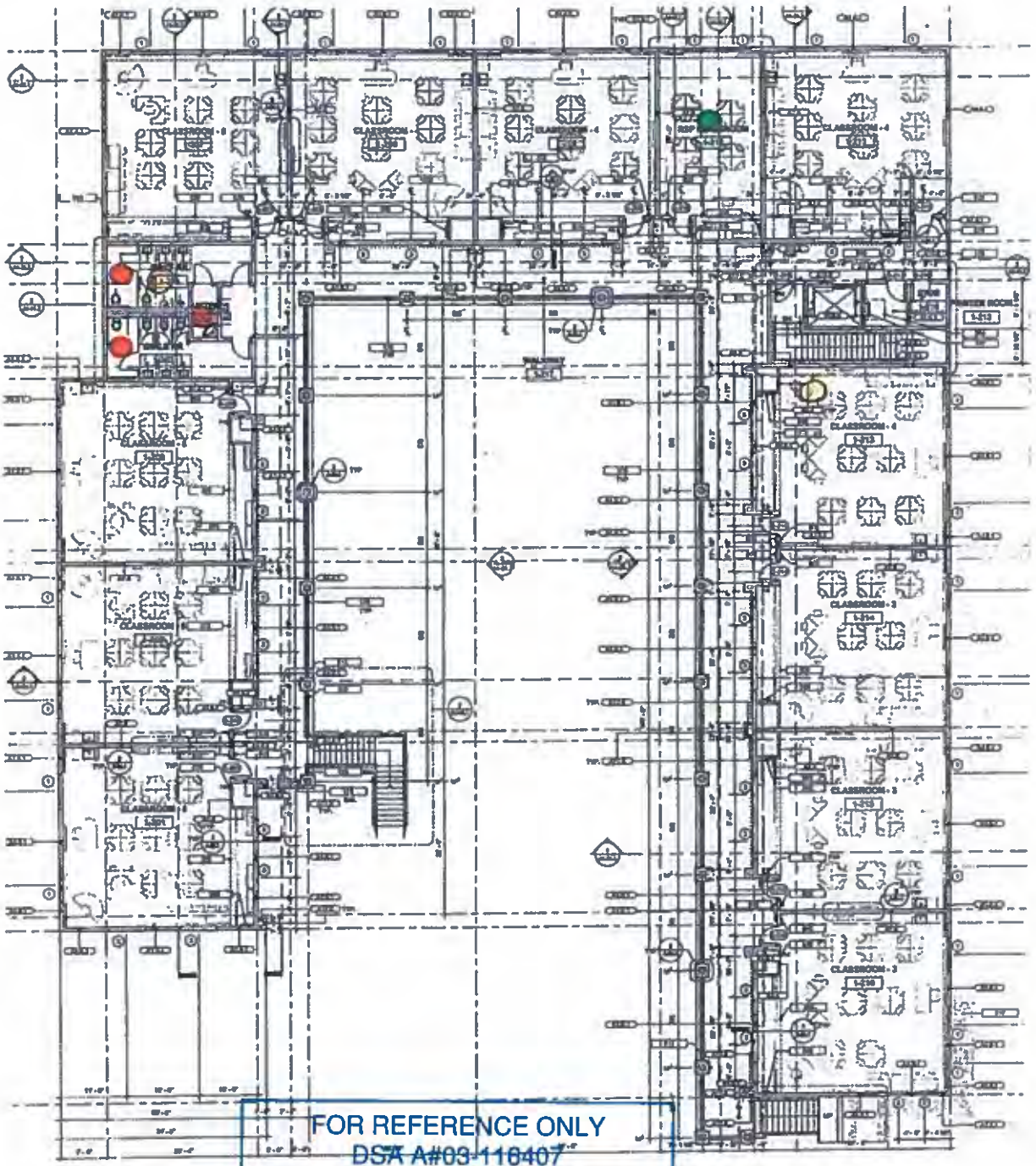


FOR REFERENCE ONLY
DSA A#03-116407
CCD#023
CLASSROOM BLDG GROUND FLR

BRANCH SELECTOR LOCATION

EXHAUST FAN LOCATION

2ND FLOOR



FOR REFERENCE ONLY
~~DSA A#03-116407~~
CCD#023
CLASSROOM BLDG 2ND FLR

BRANCH SELECTOR LOCATION

EXHAUST FAN LOCATION

FAN COIL UNIT

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 420

Project: Elm Elementary School Reconstruction Project

Date: 04-19-18
Discipline: Mechanical

Subject: RFI - CCD 23 Isolation Springs for BC's

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Isolation Springs are shown per CCD #23 for all equipment that is hung in the Classroom Building. Please confirm if Isolation Springs are required for the Branch Controllers. Branch Controllers do not have a motor, which in turn would require isolation

(4) Branch Controllers located in Classroom Building
(1) Branch Controllers located in Kindergarten Building

ANSWER

Per new communication received from Mitsubishi, provide spring or rubber in shear isolators for the branch controllers, to be on safe side

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	4/27/2018

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: 23
Submitted By: Gina Sierra - Bernards

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 420

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-19-18
Discipline: Mechanical

Subject: RFI - CCD 23 Isolation Springs for BC's

Response Requested By: 04-23-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Isolation Springs are shown per CCD #23 for all equipment that is hung in the Classroom Building. Please confirm if Isolation Springs are required for the Branch Controllers. Branch Controllers do not have a motor, which in turn would require isolation

(4) Branch Controllers located in Classroom Building
(1) Branch Controllers located in Kindergarten Building

ANSWER

Per new communication received from Mitsubishi, provide spring or rubber in shear isolators for the branch controllers, to be on safe side.

Response Provided By: H. Mozaffari, R&A (Name) _____ (Company) April 24, 2018 (Date)

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number: 23
Submitted By: Gina Sierra - Bernards

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall
Santa Clarita, CA 91355
Phone: 661.286.1361
Fax: 661.287.9086

Request For Information

RFI NO: 23 **DATE:** 4/19/2018

TO: Bernards **ATTN:** Jaime Pace

JOB: Elm Street Elementary [4306] **A/E:**

SUBJECT: CCD #23 Isolation Springs for BC's **REF:**

INFORMATION REQUESTED:

Isolation Springs are shown per CCD #23 for all equipment that is hung in the Classroom Building. Please confirm if Isolation Springs are required for the Branch Controllers. Branch Controllers do not have a motor, which in turn would require isolation.

(4) Branch Controllers located in the Classroom Building
(1) Branch Controller located in the Kindergarten Building.

Suggestion

REPLY REQUIRED: Yes **COST IMPACT:** POSSIBLE **SCHEDULE IMPACT:** YES

FURTHER ACTION: **STATUS:**

REQUESTED BY: Dillon Boute'

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 426

Project: Elm Elementary School Reconstruction Project

Date: 05-02-18
Discipline: Mechanical

Subject: Flex Connectors for Branch Controllers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

The refrigerant pipe connections to the branch controllers is a rigid connection. After clarification per RFI #420, isolation springs are required for the branch controllers. For the isolation springs to work as intended and for the unit to be fully isolated from the system, the refrigerant piping needs flex connectors at each piping connection at each branch controller (see attached). Please confirm if flex connectors are required due to the branch controllers now being isolated

ANSWER

Provide suggested flex connectors and verify type is ok with the VRF manufacturer.
H. Mozaffari, R&A
May 8, 2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	5/10/2018

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: 23.1
Submitted By: Alex Rivera - Bernards

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 426

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 05-02-18
Discipline: Mechanical

Subject: Flex Connectors for Branch Controllers

Response Requested By: 05-09-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

The refrigerant pipe connections to the branch controllers is a rigid connection. After clarification per RFI #420, isolation springs are required for the branch controllers. For the isolation springs to work as intended and for the unit to be fully isolated from the system, the refrigerant piping needs flex connectors at each piping connection at each branch controller (see attached). Please confirm if flex connectors are required due to the branch controllers now being isolated

ANSWER

Provide suggested flex connectors and verify type is ok with the VRF manufacturer.

Response Provided By: H. Mozaffari, R&A (Name) _____ (Company) May 8, 2018 (Date)

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number: 23.1
Submitted By: Alex Rivera - Bernards

Bulletin VA-2
January 2018

PACKLESS INDUSTRIES

STAINLESS STEEL

- Higher working pressure
- Ideal for R-410A
- Electrically welded for strength and corrosion resistance
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- Compatible with all HFC, HCFC & CFC refrigerants

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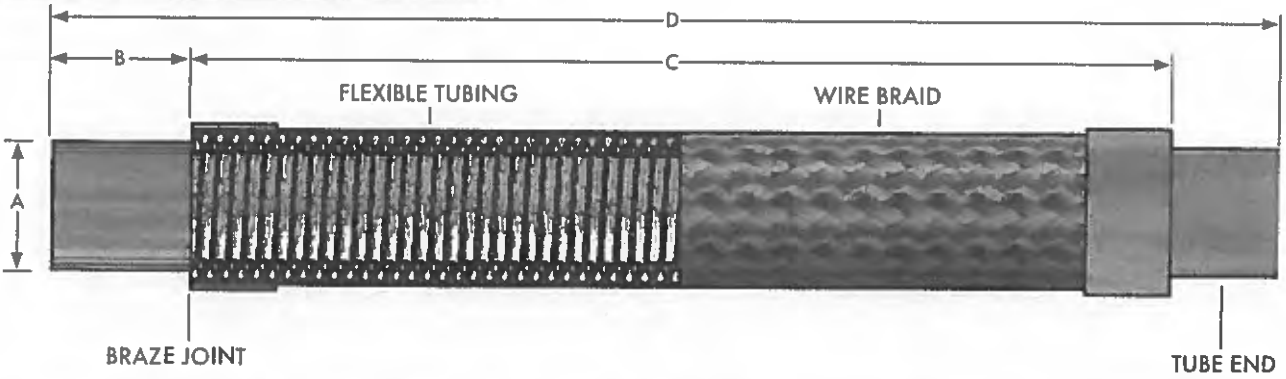
SPECIFICATIONS Model VAF



MODEL NUMBER	FLEXIBLE TUBING	WIRE BRAID	FERRULE	TUBE END
VAF-1 thru 11	CORRUGATED RED BRASS	BRONZE	COPPER	COPPER

MODEL NUMBER	TO FIT COPPER TUBING HAVING:		SHIPPING WEIGHT LB. (KGS.)	DIMENSIONS				U.L. STYLE NUMBER	MAX. WORKING PRESSURE PSIG (BAR.)	BURST PRESSURE PSIG (BAR.)
	ACTUAL O.D. IN.	NOMINAL I.D. IN.		FLEX TUBING I.D. A IN. (MM.)	TUBE END LENGTH B IN. (MM.)	FLEX TUBING LENGTH C IN. (MM.)	OVERALL LENGTH D IN. (MM.)			
VAF-1	1/4	1/8	1/4 (.11)	1/4 (6.4)	1/2 (12.7)	6 (152.4)	7 (177.8)	P-1	660 (46)	3300 (228)
VAF-2	1/4	1/8	1/4 (.11)	1/4 (6.4)	1/2 (12.7)	6-1/2 (165.1)	7-1/2 (190.5)	P-2	660 (46)	3300 (228)
VAF-3	3/8	1/4	3/8 (.17)	3/8 (9.5)	5/8 (15.9)	7 (177.8)	8-1/4 (209.6)	P-3	620 (43)	3100 (214)
VAF-4	1/2	3/8	1/2 (.23)	3/8 (9.5)	3/4 (19.0)	7-1/2 (190.5)	9 (228.6)	P-4	620 (43)	3100 (214)
VAF-5	5/8	1/2	1 (.45)	1/2 (12.7)	7/8 (22.2)	8 (203.2)	9-3/4 (247.7)	P-5A	620 (43)	3100 (214)
VAF-6	3/4	5/8	1 (.45)	1/2 (12.7)	1 (25.4)	8 (203.2)	10 (254.0)	P-6A	620 (43)	3100 (214)
VAF-7	3/4	5/8	1 (.45)	3/4 (19.0)	1-1/8 (28.6)	9 (228.6)	11-1/4 (285.8)	P-7A	620 (43)	3100 (214)
VAF-8	7/8	3/4	1 (.45)	3/4 (19.0)	1-1/4 (31.8)	9 (228.6)	11-1/2 (292.1)	P-8A	620 (43)	3100 (214)
VAF-9	1-1/8	1	2 (.91)	1 (25.4)	1-1/2 (38.1)	10 (254.0)	13 (330.2)	P-9A	540 (37)	2700 (186)
VAF-10	1-3/8	1-1/4	3 (1.36)	1-1/4 (31.8)	1-5/8 (41.3)	11-1/2 (292.1)	14-3/4 (374.7)	P-10A	540 (37)	2700 (186)
VAF-11	1-5/8	1-1/2	4 (1.81)	1-1/2 (38.1)	2 (50.8)	13 (330.2)	17 (431.8)	P-11A	500 (35)	2500 (172)

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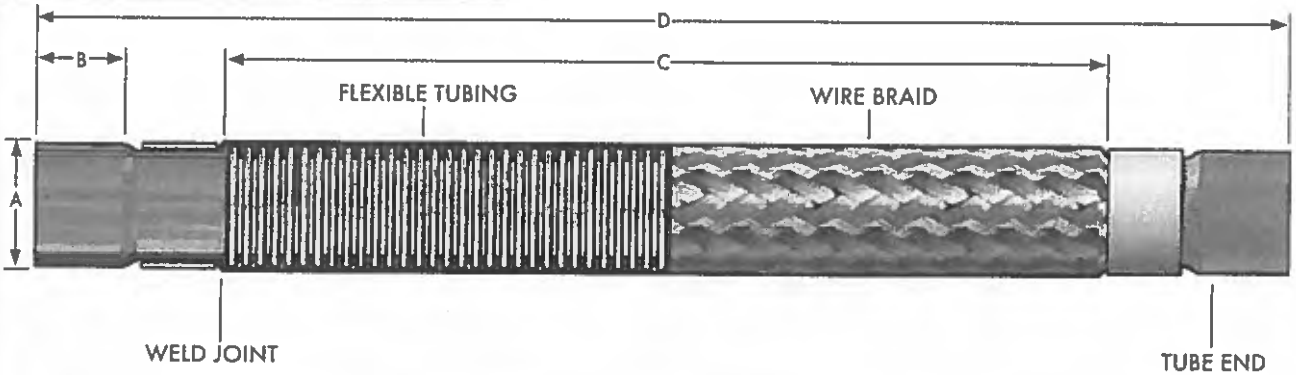
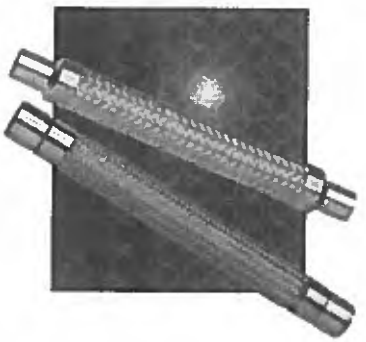
(800) 347-4859 (US & Canada)
www.packless.com • sales@packless.com

SPECIFICATIONS Model VAFS



MODEL NUMBER	FLEXIBLE TUBING	WIRE BRAID	TUBE END
VAFS-3 thru 14	TYPE 321 STAINLESS STEEL	TYPE 304L STAINLESS STEEL	COPPER

MODEL NUMBER	TO FIT COPPER TUBING HAVING:		SHIPPING WEIGHT LB. (KGS.)	DIMENSIONS				MAX. WORKING PRESSURE PSIG (BAR.)	BURST PRESSURE PSIG (BAR.)
	ACTUAL O.D. IN.	NOMINAL IN.		FLEX TUBING I.D. A IN. (MM.)	TUBE END LENGTH B IN. (MM.)	FLEX TUBING LENGTH C IN. (MM.)	OVERALL LENGTH D IN. (MM.)		
VAFS-3	3/8	1/4	0.15 (.07)	5/16 (7.9)	5/16 (7.9)	6-7/16 (163.5)	8-1/4 (210.0)	650 (45)	3250 (224)
VAFS-4	1/2	3/8	0.25 (.11)	3/8 (9.5)	3/8 (9.5)	6-11/16 (169.9)	9 (228.6)	650 (45)	3250 (224)
VAFS-5	5/8	1/2	0.27 (.12)	1/2 (12.7)	1/2 (12.7)	7-3/16 (182.6)	9-3/4 (247.7)	650 (45)	3250 (224)
VAFS-6	3/4	5/8	0.45 (.20)	5/8 (15.9)	5/8 (15.9)	7-7/16 (188.9)	10-1/2 (266.7)	650 (45)	3250 (224)
VAFS-7	3/4	5/8	0.5 (.23)	5/8 (15.9)	5/8 (15.9)	8-3/16 (188.9)	11-1/4 (285.8)	650 (45)	3250 (224)
VAFS-8	7/8	3/4	0.73 (.33)	3/4 (19.0)	3/4 (19.0)	8-1/8 (206.4)	11-1/2 (292.1)	650 (45)	3250 (224)
VAFS-9	1-1/8	1	1 (.45)	1 (25.4)	29/32 (23.0)	8-7/8 (225.4)	13 (330.2)	650 (45)	3250 (224)
VAFS-10	1-3/8	1-1/4	1.75 (.80)	1-1/4 (31.8)	31/32 (24.6)	10-5/8 (269.9)	14-3/4 (374.7)	650 (45)	3250 (224)
VAFS-11	1-5/8	1-1/2	2.75 (1.25)	1-1/2 (38.1)	1-3/32 (27.8)	12-1/2 (317.5)	17 (431.8)	650 (45)	3250 (224)
VAFS-12	2-1/8	2	3.80 (1.72)	2 (50.8)	1-1/4 (31.8)	15 (381.0)	20 (508.0)	650 (45)	3250 (224)
VAFS-13	2-5/8	2-1/2	5.50 (2.5)	2-1/2 (63.5)	1-1/2 (38.1)	17-5/8 (447.7)	24 (609.6)	460 (32)	2300 (159)
VAFS-14	3-1/8	3	8 (3.63)	3 (76.2)	1-7/8 (47.6)	19 (482.6)	27 (685.8)	380 (26)	1900 (131)



NOTES

1. Compatible with all HFC, HCFC & CFC refrigerants.
2. C-UL-US recognized, file # SA-2575.
3. Due to a continuous program of product improvement, specifications and dimensions are subject to change without notice.
4. For unusal installations, Packless Vibration Absorbers can be provided in special lengths. Please consult factory with requirements.

FUNCTION

Packless vibration absorbers are designed for installation in the suction and discharge lines of air conditioning and refrigeration system to dampen the transmission of compressor-induced vibration through system piping.

Packless vibration absorbers are constructed of deep pitch corrugated tubing in brass or stainless steel for increased flexibility and vibration absorption, covered with high tensile bronze or stainless steel wire braid for superior strength. The vibration absorbers have female copper end connections for making sweat connections to refrigerant piping.

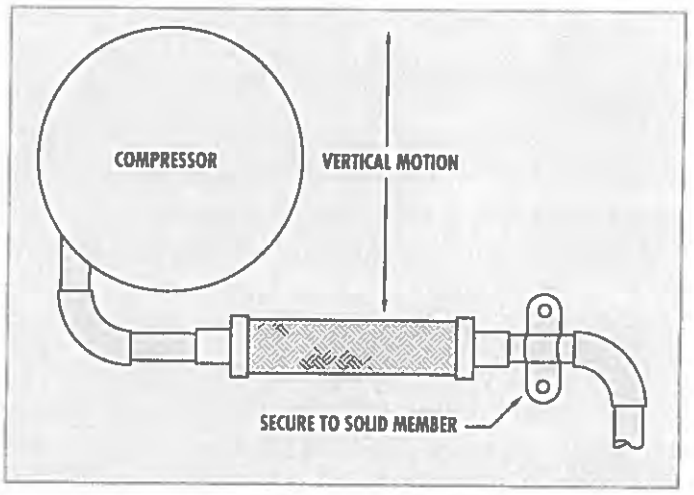
Each absorber is pressure tested then carefully vacuum tested using a highly sensitive helium mass spectrometer leak detection device. Units are cleaned, dehydrated and sealed in plastic film after final inspection to maintain cleanliness and dryness prior to installation. These are available either in bulk or individually boxed.

Packless Vibration Absorbers are compatible with all HFC, HCFC and CFC refrigerants. The stainless steel models, VAFS-3 through VAFS-14, are electrically welded with no braze joints to achieve the higher working pressures set by today's industry standards. Maximum working pressures are listed on page 2 and 3.

Packless vibration absorbers are recognized under the component programs of Underwriter's Laboratories, Inc., c-UL-US, File #SA2575. The approval under c-UL-US recognizes both the VAFS and VAF models in the United States as well as Canada.

Installation

Packless vibration absorbers function best when installed as close to the compressor as possible, and perpendicular to the major vibration direction as shown to the right. For optimum absorption of a vibration, the refrigerant line should be anchored at the end VAF/VAFS furthest from the vibration source. Install Packless vibration absorbers horizontally wherever possible. Care should be taken to allow sufficient space for the vibration absorbers so that it will not be subject to static compression or tension after soldering in place. Units should be installed in a straight line; they are not intended to compensate for offset piping.



Although high temperature brazing alloys (having a melting point of 1625°F) are used to braze the joint on the VAF models, care should be exercised when making the sweat connection. The torch flame should be directed away from the braid. Clean excess flux from the unit to prevent possible corrosion and premature failures. Chlorides will cause premature failure of stainless steel vibration absorbers.

PACKLESS INDUSTRIES

MADE IN AMERICA

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BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 426

Project: Elm Elementary School Reconstruction Project

Date: 05-02-18
Discipline: Mechanical

Subject: Flex Connectors for Branch Controllers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

The refrigerant pipe connections to the branch controllers is a rigid connection. After clarification per RFI #420, isolation springs are required for the branch controllers. For the isolation springs to work as intended and for the unit to be fully isolated from the system, the refrigerant piping needs flex connectors at each piping connection at each branch controller (see attached). Please confirm if flex connectors are required due to the branch controllers now being isolated

ANSWER

Provide suggested flex connectors and verify type is ok with the VRF manufacturer.
H. Mozaffari, R&A
May 8, 2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	5/10/2018

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: 23.1
Submitted By: Alex Rivera - Bernards

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date:
Project:
Rate Effective Throu December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : ■ Non Union: ☐

	Straight Time	Time & 1/2	Double Time
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.
Effective Date:
Project:
Rate Effective Through: December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Foreman

Union : [ ] Non Union: [ ]

		Straight Time	Time & 1/2	Double Time
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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 276 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/2/2018

DESCRIPTION OF WORK

Reframe Openings Per RFI 368

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to reframe openings per RFI 368. Reason: The ducts were shown penetrating the wall in two separate locations. The wall being penetrated is a sheerwall and the structural sheer requirements for the wall would not be met if two seperate penetrations were located in the wall. Requested By: SVA Architects Ref: RFI 368	Abdellatif Enterprises Inc	1,611
	Subtotal:	1,611
Contractual Costs		
Overhead 15%		242
	Subtotal:	242
	Total Change Order Request Amount:	**1,853**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # **64**

DATE: June 22, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 368 - reframing 2 openings

Description	Qty	Unit	Unit Price	Extension
6x6x16	2		$ 99.20	$ 198.40
A35	16		$ 0.2600	$ 4.16
Material Subtotal				$ 202.56
Material Sales Tax			7.75%	$ 15.70
CA Additional Lumber Assessment			1.0%	$ 2.03
Freight				$ -
Material Total				$ 220.28
Equipment				$ -
Labor	12	hour	$ 72.48	$ 869.76
Labor Foreman	4	hour	$ 77.79	$ 311.16
Subtotal				$ 1,401.20
Profit & Overhead		15%		$ 210.18
Change Order Total				**$ 1,611.38**

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 ● License #662128
Telephone (949) 215-4790 ● Fax (949) 215-4794

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name:	Elm St, Elementary	Report No.:	
Project Name:	Elm St, Elementary	Date Performed:	4/30/18 5/1/18
Project Description:	School	Date of Report:	
Issued To:	BERNARDS	CD No.:	

Description of Added Scope of Work:

reframe 2 openings per RFI # 368

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI # 368

Labor Description:

Omar Ramirez 4/30/18 (8 Hrs)
Omar Ramirez 5/1/18 (4 Hrs)
Cecilio Rodriguez supervision (4 Hrs)

total Hrs. 16

Material Description:

2 - 6x6x16'
16 - A35

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 5/3/18

Approval Issued By:

Signature & Title Name (Printed) Date

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 368

Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Structural

Subject: Shear Wall Penetrations for Duct- Admin

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-131		
M-3.1.1		

QUESTION

Please see the attached sketch and advise if the (2) penetrations in the shear wall for the air duct in the Admin Building are acceptable.

ANSWER

Structurally acceptable to have one duct penetration only. Two ducts are acceptable if they're stacked on top of each other.
PSE-02/21/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	3/9/2018
Abdellatif Enterprises Inc	Hazem Abdella2f	3/9/2018

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: Alex Rivera - Bernards

REQUEST FOR INFORMATION

RFI No.: 368

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Structural

Subject: Shear Wall Penetrations for Duct - Admin

Response Requested By: 02-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-131		
M-3.1.1		

QUESTION

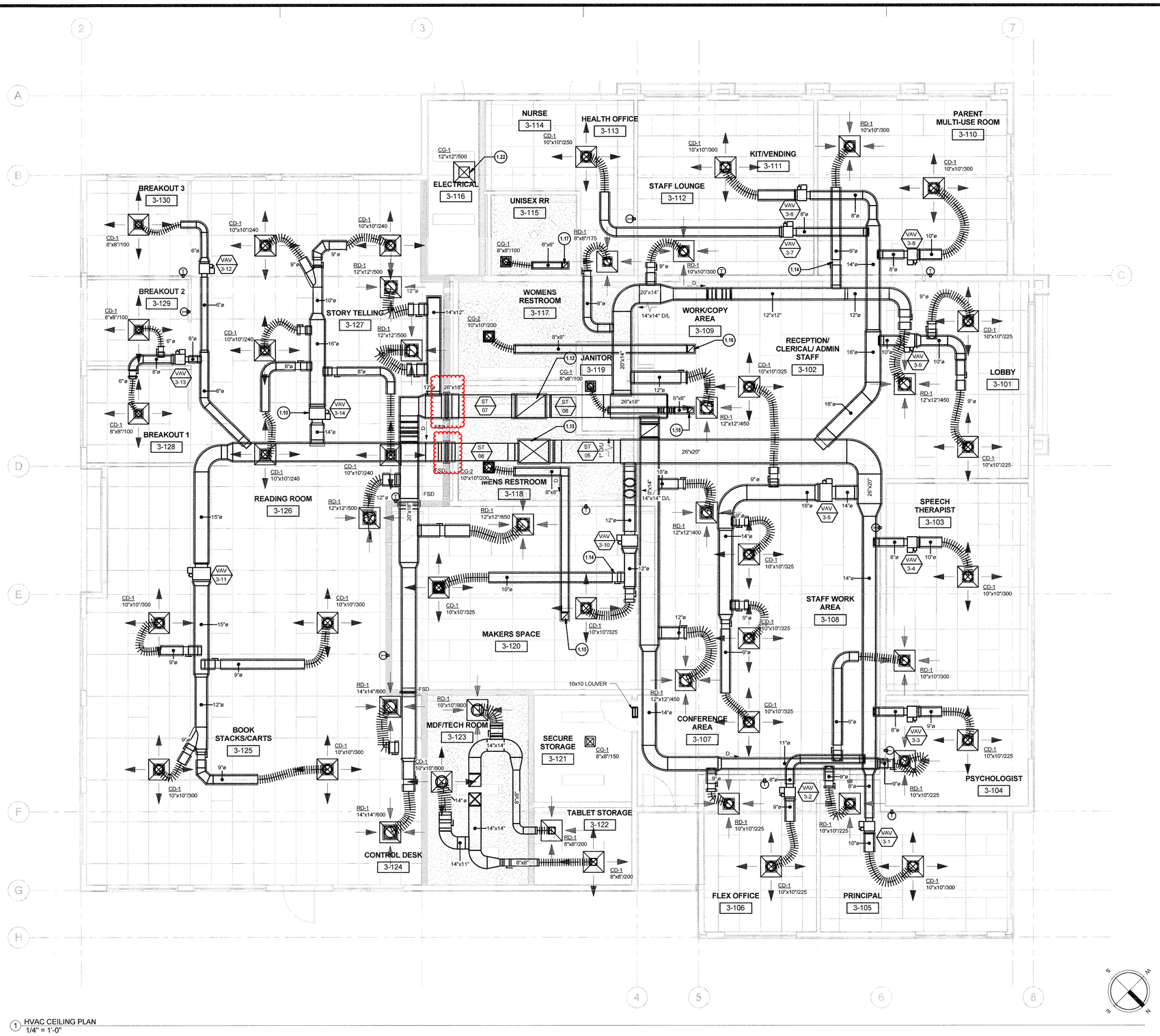
Please see the attached sketch and advise if the (2) penetrations in the shear wall for the air duct in the Admin Building are acceptable.

ANSWER

Structurally acceptable to have one duct penetration only. Two ducts are acceptable if they're stacked on top of each other.
PSE-02/21/18

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



1 HVAC CEILING PLAN
1/4" = 1'-0"

KEYNOTES :

MARK	DESCRIPTION
1.10	VAV (TYPICAL)
1.12	34"x26" RETURN DUCT UP TO AC-1 ON ROOF
1.13	34"x26" SUPPLY DUCT FROM AC-1 ON ROOF
1.14	VOLUME DAMPER (TYPICAL
1.15	8"x8" EXHAUST DUCT TO EF-1 ON ROOF
1.16	8"x8" EXHAUST DUCT TO EF-2 ON ROOF
1.17	6"x6" EXHAUST DUCT TO EF-3 ON ROOF
1.18	6"x6" EXHAUST DUCT TO EF-4 ON ROOF
1.22	

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

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC FLS SS
DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE
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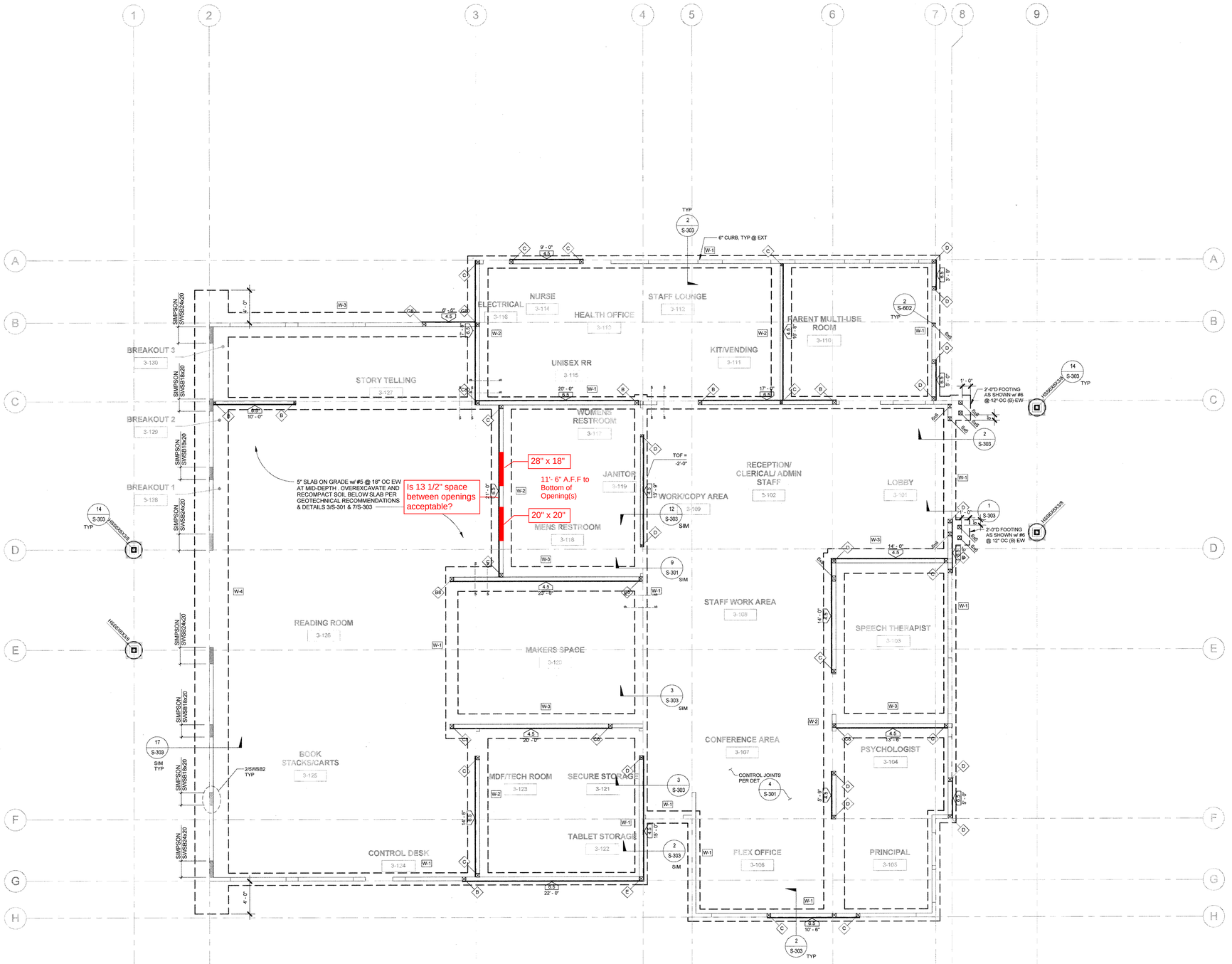
DATE ISSUED: 10/24/2014
PROJECT NO: 1340159
SCALE: 1/4" = 1'-0"
SHEET NUMBER: M3-1.1
SHEET TITLE:

ADMIN BLDG - MECHANICAL FLOOR PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SVA ARCHITECTS INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SVA ARCHITECTS INC. ALL RIGHTS RESERVED. © COPYRIGHT 2014.



1 ADMIN - BLDG 3 - FOUNDATION PLAN

SCALE: 3/16" = 1'-0"

FOUNDATION NOTES:

1. FOR GENERAL NOTES AND ABBREVIATIONS SEE S-001 & S-002
2. FOR TYPICAL CONCRETE DETAILS SEE SERIES S-300 SHEETS
3. FOR TYPICAL STEEL DETAILS SEE SERIES S-500 SHEETS
4. FOR TYPICAL WOOD DETAILS SEE SERIES S-600 SHEETS
5. 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.
6. VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
7. SEE CIVIL & LANDSCAPE DRAWINGS FOR ELEVATIONS AND SLOPES.
8. CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL AND ELECTRIC UNITS WITH MECHANICAL AND ELECTRICAL ENGINEER.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ANY DISCREPANCY PRIOR TO POUR. NOTIFY THE ENGINEER FOR CORRECTIVE MEASURES.
10. SEE DET 7/S-303 FOR OVER-EXCAVATION AND SUBGRADE SOIL PREPARATION DETAILS
11. 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 2x6 MIN @ 16" OC MAX

FOUNDATION LEGEND

1. TOSL=0'-0" — INDICATES TOP OF SLAB ELEVATION FROM 0'-0
2. TOF = X'-X" — INDICATES TOP OF FOOTING ELEVATION.
3. INDICATES SLAB DEPRESSION PER 9/S-301 UNO ON PLAN.
4. 4x4 HDU — INDICATES WOOD POST PER PLAN & HOLDOWN PER 4/S-621
5. SHEAR PANEL EXTENT; SHEAR WALL MARK PER DET 2/S-621; MIN SHEAR WALL LENGTH
6. WOOD POST. 4x4 POST SIZE; CCQQ SIMPSON HARDWARE
7. SWSB - INDICATES SIMPSON STRONG WALL PER SHEETS SWSB1 & SWSB2
8. INDICATES STEP IN FOOTING PER 3/S-302

HOLDOWN SCHEDULE

SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	F8	6X8	HD19
C	6X6	HDU8	G8	6X8	(2) HDU11
D	6X6	HDU11	H8	6X8	(2) HD12
E	6X6	HD12	J0	6X10	(2) HD19
F	6X6	HD19	H0	6X10	(2) HD12
G	6X6	(2) HDU11	J2	6X12	(2) HD19
H	6X6	(2) HD12	G0	6x10	(2) HDU11
D4	4X6	HDU11	B4	4X6	HDU5
E4	4X8	HD12	D8	6x8	HDU11
E8	6X8	HD12	H2	6x12	(2) HD12
			H4	6x14	(2) HD12

ISOLATED FOOTING SCHEDULE - SEE DETAILS 10/S-302 & 11/S-302

SYMBOL	MIN WIDTH	MIN LENGTH	DEPTH	REINFORCEMENT
F - 2	2'-0"	2'-0"	2'-0"	(3) #6 EW (B)
F - 3	3'-0"	3'-0"	2'-6"	(4) #6 EW (B)

SYMBOL	MIN WIDTH	MIN DEPTH	LONG REBAR	TRANSV. REBAR
W-1	1'-6"	2'-0"	(3) #5 T&B	#5 @ 16" OC T&B
W-2	2'-6"	2'-0"	(3) #5 T&B	#5 @ 16" OC T&B
W-3	3'-0"	2'-0"	(5) #5 T&B	#5 @ 16" OC T&B
W-4	4'-0"	2'-0"	(5) #5 T&B	#6 @ 16" OC T&B
W-5	3'-0"	2'-0"	(4) #8 T&B	#5 @ 10" OC TIES
W-6	4'-6"	2'-0"	(6) #5 T&B	#6 @ 16" OC T&B

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

PETRA
17981 Sky Park Circle, Suite O, Irvine, CA 92614
Phone: (949) 748-7170

REGISTERED PROFESSIONAL ENGINEER PETER R. KAVANAGH No. S5361 Exp. 06/30/17 STRUCTURAL STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC ✓ FLS SS

DATE AUG 0 1 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016

PROJECT NO: 2013-75

SCALE:

SHEET NUMBER: S-131

SHEET TITLE:

ADMIN - BLDG 3 - FOUNDATION PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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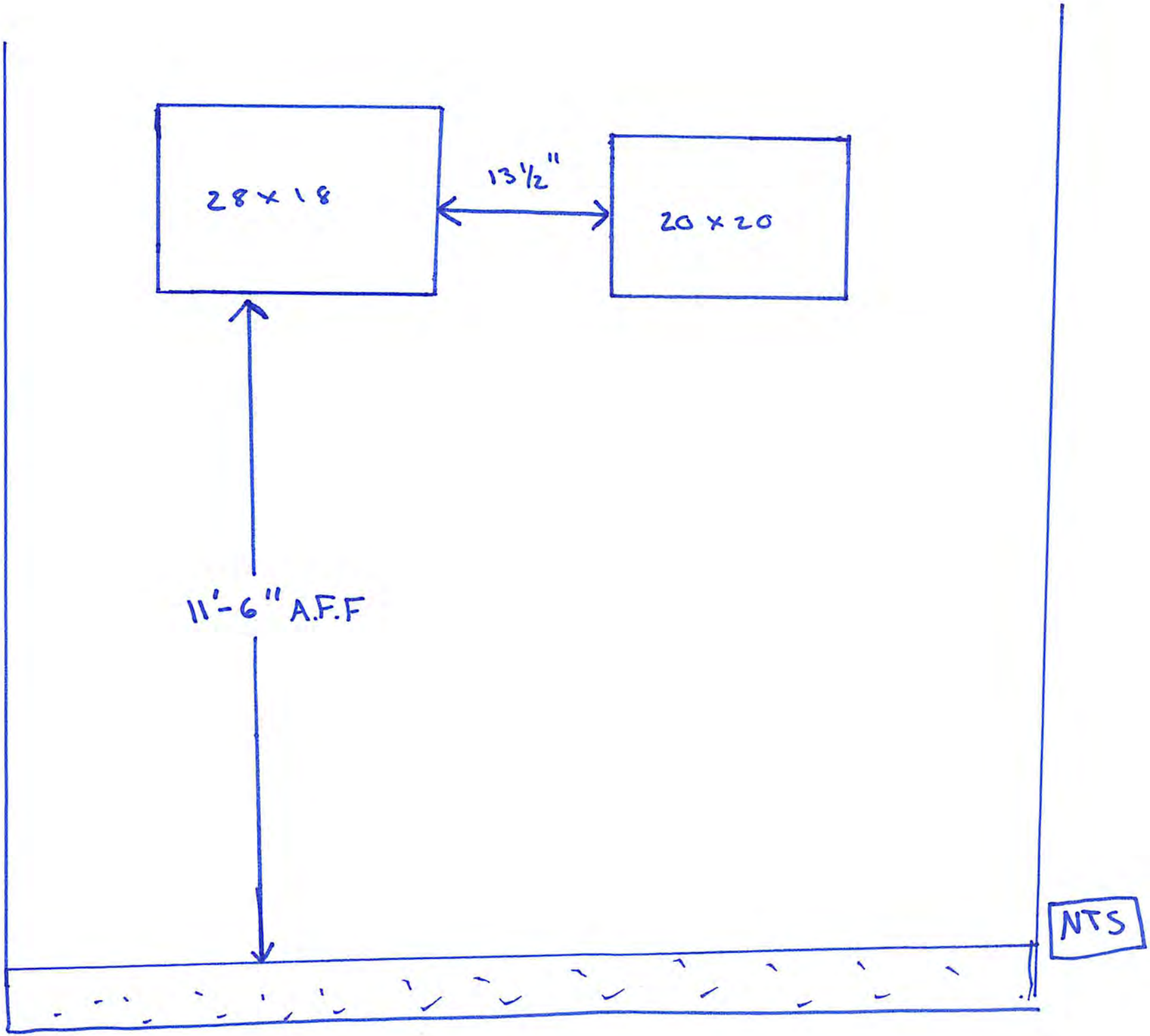
28 x 18
13½"
20 x 20
11'-6" A.F.F
NTS

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 • License #662128
Telephone (949) 215-4790 • Fax (949) 215-4794

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 277 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/2/2018

DESCRIPTION OF WORK

RFI 372 - add 2x4 at east elevator

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add additional 2'x4' bracing for the north exterior wall of the Administration Building. Reason: Bracing shown on detail was not adequate. Requested By: SVA Architects Ref: RFI 372	Abdellatif Enterprises Inc	1,592
	Subtotal:	1,592
Contractual Costs		
Overhead 15%		239
	Subtotal:	239
	Total Change Order Request Amount:	**1,831**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # **65**

DATE: June 22, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 372 - add 2x4 at east elevator

Description	Qty	Unit	Unit Price	Extension
2x4x20	6		$ 10.60	$ 63.60
Material Subtotal				$ 63.60
Material Sales Tax			7.75%	$ 4.93
CA Additional Lumber Assessment			1.0%	$ 0.64
Freight				$ -
Material Total				$ 69.17
Equipment				$ -
Labor	16	hour	$ 72.48	$ 1,159.68
Labor Foreman	2	hour	$ 77.79	$ 155.58
Subtotal				$ 1,384.43
Profit & Overhead		15%		$ 207.66
Change Order Total				**$ 1,592.09**

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 ● License #662128
Telephone (949) 215-4790 ● Fax (949) 215-4794

ABDELLATIF ENTERPRISES, INC.

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: 3/28/2018
Date of Report:
CD No.:

Description of Added Scope of Work:
add 2x4 at east elevation per Revicion of RFI 372

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI 372

Labor Description:

Juan Arias (3/28/18-- 8 Hrs)
Joel Alarcon (3/28/18-- 8 Hrs)

supervision 2 Hrs

total Hrs. 18 Hrs.

Material Description:

6 - 2x4x20'

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 4/24/18

Approval Issued By:
Signature & Title | Name (Printed) | Date

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 372

Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Architectural

Subject: North Exterior Wall Connection Detail - Admin

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.2	13	

QUESTION

1) Please confirm that all 12 GA Bent Plates can be installed per the attached detail (highlighted in yellow).

2) Please confirm if the spacing for both the 2 x 4's shown in red is 16" O.C.

3) Please advise if the blocking is still necessary between the studs (clouded in red).

4) Please advise if it is acceptable to use 1/4" x 2" Lag Screw in lieu of 1/4" DIA. SDS x 4" in order to provide better attachment for bent plate to the2x stud(s).

If acceptable, the IOR has requested an updated detail showing the changes made for the attachment of the exterior wall.

ANSWER

1. Structurally acceptable, use min. 1-1/2"x1-1/2"x12 ga bent plate.
2. Structurally confirmed.
3. Blocking not required where bent plate is. However, blocking still required in wall per typical deails
4. Structurally acceptable.

PSE-02/22/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella: f	2/27/2018

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: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 372

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Architectural

Subject: North Exterior Wall Connection Detail - Admin

Response Requested By: 02-27-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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ANSWER

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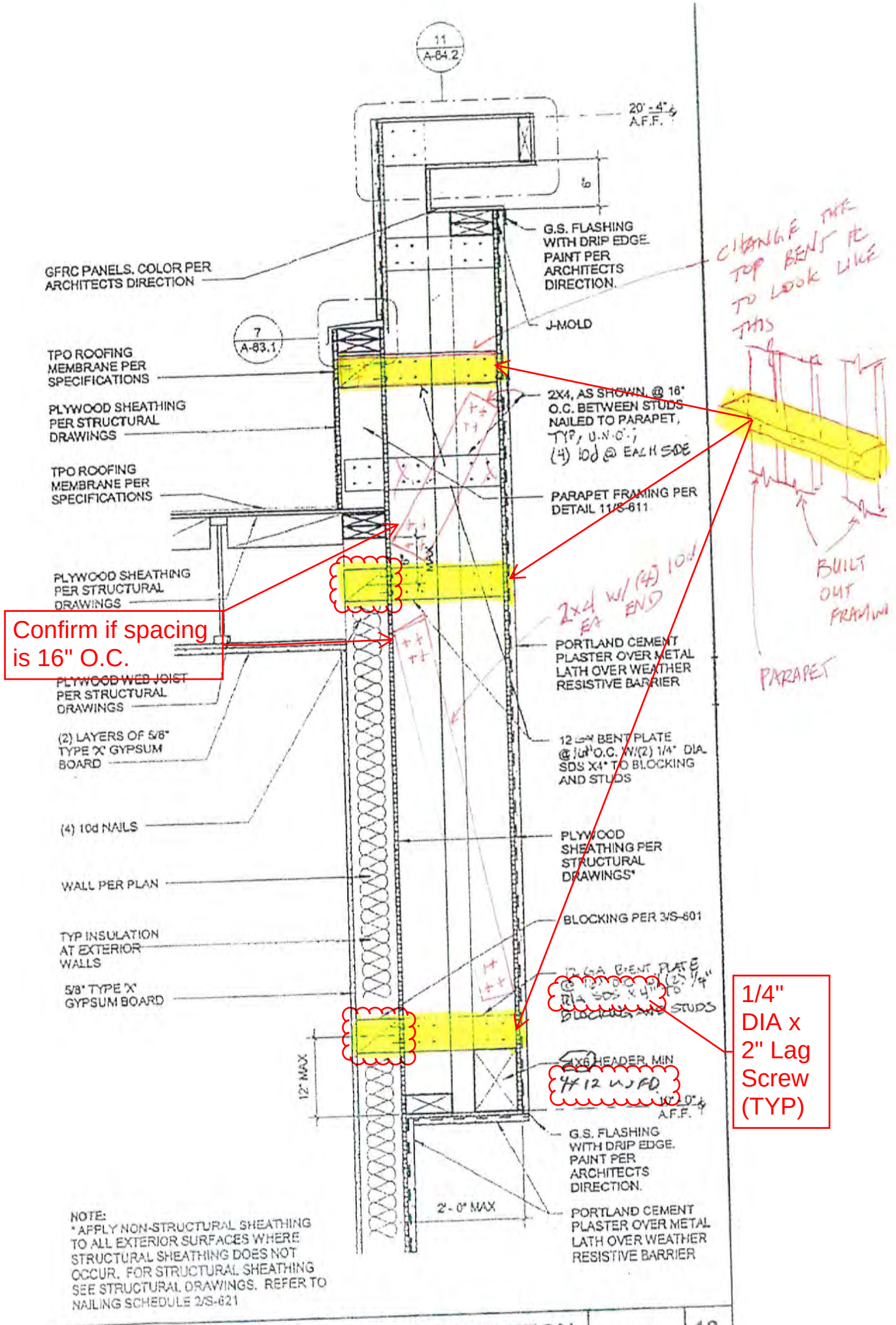
2. Structurally confirmed.
3. Blocking not required where bent plate is. However, blocking still required in wall per typical deails.
4. Structurally acceptable.

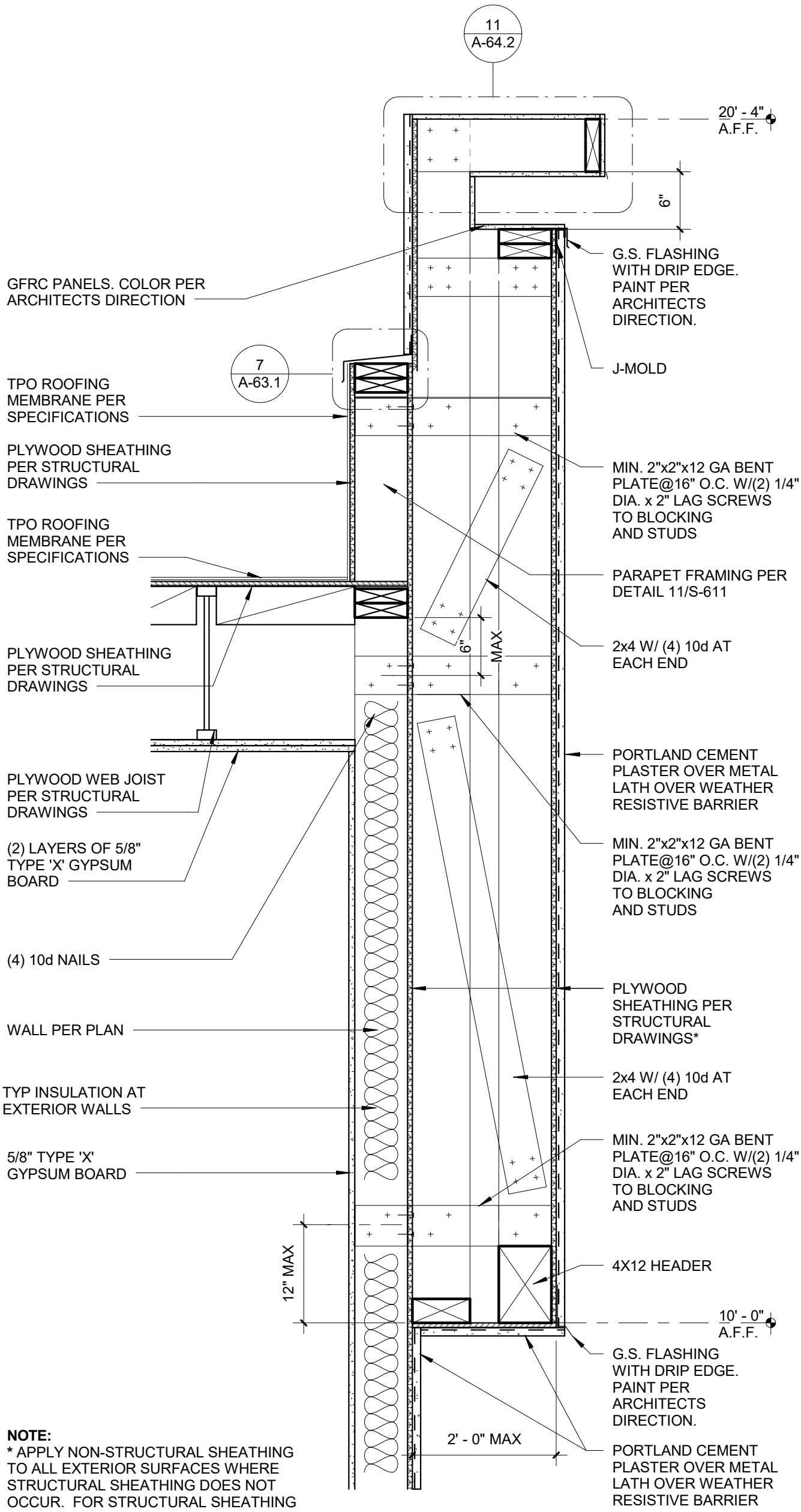
PSE-02/22/18

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



EXTERIOR WALL CONNECTION | 1" = 1'-0" | 13



NOTE:
***** APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

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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
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15.) Overhead & Profit						
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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

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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

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 279 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/7/2018

DESCRIPTION OF WORK

RFI 402 - add blocking for ACT spay wire attachment

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
RFI 402 - Add blocking for ACT spay wire attachment	Abdellatif Enterprises Inc	9,742
	Subtotal:	9,742
Contractual Costs		
Overhead 15%		1,461
	Subtotal:	1,461
	Total Change Order Request Amount:	**11,203**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # **67**

DATE: June 22, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 402 - blocking for spay wire

Description	Qty	Unit	Unit Price	Extension
1 3/4 x 20 LVL	5		$ 161.17	$ 805.85
2x4x20	12		$ 10.60	$ 127.20
Material Subtotal				$ 933.05
Material Sales Tax			7.75%	$ 72.31
CA Additional Lumber Assessment			1.0%	$ 9.33
Freight				$ -
Material Total				$ 1,014.69
Equipment				$ -
Labor	90	hour	$ 72.48	$ 6,523.20
Labor Foreman	12	hour	$ 77.79	$ 933.48
Subtotal				$ 8,471.37
Profit & Overhead		15%		$ 1,270.71
Change Order Total				**$ 9,742.08**

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Telephone (949) 215-4790 ● Fax (949) 215-4794

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name:	Elm St, Elementary	Report No.:	1
Project Name:	Elm St, Elementary	Date Performed:	4/20/2018
Project Description:	School	Date of Report:	
Issued To:	BERNARDS	CD No.:	

Description of Added Scope of Work:

Blocking for Spay wire per Bernards

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI-402

Labor Description:

Martin Palacios (4/20/18) 8 Hrs.
Pablo Arias (4/20/18) 8 Hrs.
Nicolas Rodriguez (4/20/18) 8 Hrs.
Cecilio Rodriguez (4/20/18) 8 Hrs.

total Hrs 32

Material Description:

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 4/26/18

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.: 2
Date Performed: 4/23/2018
Date of Report:
CD No.:

Description of Added Scope of Work:
Blocking for Spay wire per Bernards (first floor)

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI-402

Labor Description:

Martin Palacios (4/23/18) 8 Hrs.
Pablo Arias (4/23/18) 8 Hrs.
Nicolas Rodriguez (4/23/18) 8 Hrs.
Cecilio Rodriguez (4/23/18) 4 Hrs.

total Hrs 28

Material Description:

5 - 1-3/4x20" rigidlam (LVL)
12 - 2x4x20'

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: Steve Jr
Signature:
Print Name:
Date: 4/26/18

Approval Issued By:
Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.: 3
Date Performed: 4/25/2018
Date of Report:
CD No.:

Description of Added Scope of Work:
Blocking for Spay wire per Bernards (first floor)

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI-402

Labor Description:

Omar Ramires (4/25/18) 4 Hrs.
Pablo Arias (4/25/18) 6 Hrs.

total 10 Hrs

Material Description:

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 4/26/18

Approval Issued By:
Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

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:

locate mid span blocks at 2th floor roof rafter so it can be use for for the spay wire per Bernars (2th floor)

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI # 402

Labor Description:

Juan Arias - 5/15/15 8 Hrs (8 Hrs) 5/16/18 (8 Hrs.) total 16 Hrs.
Pablo Arias - 5/15/15 8 Hrs (8 Hrs) 5/16/18 (8 Hrs.) total 16 Hrs.

total Hrs. 32

Material Description:

No Material

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 5/23/18

Approval Issued By:

Signature & Title | Name (Printed) | Date

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 402

Project: Elm Elementary School Reconstruction Project

Date: 03-23-18
Discipline: Structural

Subject: Hanger Wire Attachements for ACT

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.1	13, 14	

QUESTION

Reference details shows wire attachment with unistrut. We propose to use accepted OSHPD detail (see attached Exhibit A) in lieu of using unistrut. Also, we provided a detail in our submittal (see attached Exhibit B) which shows solution for display wires where 2 layers of fire rated gyp occurs. Please advise if acceptable.

SUGGESTION

Use proposed details instead of using Unistrut P1000.

ANSWER

Exhibit A structurally acceptable. See comments on Exhibit B or use OPA detail on final page.
PSE-03/23/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Cali USA Acoustics Inc	Diego Velasquez	4/13/2018

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: Diego Velasquez - Cali USA Acoustics Inc - Author Number: 4
Submitted By: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 402

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 03-23-18
Discipline: Structural

Subject: Hanger Wire Attachements for ACT

Response Requested By: 03-30-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.1	13, 14	

QUESTION

Reference details shows wire attachment with unistrut. We propose to use accepted OSHPD detail (see attached Exhibit A) in lieu of using unistrut. Also, we provided a detail in our submittal (see attached Exhibit B) which shows solution for display wires where 2 layers of fire rated gyp occurs. Please advise if acceptable.

SUGGESTION

Use proposed details instead of using Unistrut P1000.

ANSWER

Exhibit A structurally acceptable. See comments on Exhibit B or use OPA detail on final page.
PSE-03/23/18

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Diego Velasquez - Cali USA Acoustics Inc - Author Number: 4
Submitted By: Alex Rivera - Bernards

CALI-USA-ACOUSTICS INC
1111 RANCHO CONEJO BLVD,STE 501
THOUSAND OAKS , CA 91320

REQUEST FOR INFORMATION

RFI # 4

TO: Bernards

ATTN: Gina Sierra / Alex Rivera

REF: Elm E.S

SUBJECT: Hanger wires attachment for acoustical ceilings

DRAWING REFERENCE: Detail 13/A-64.1 and 14/A64.1

REFERENCE: Unistrut

RFI DESCRIPTION: RRFI 396 - Electrical Support Hanger Hardware
We propose to use accepted OSHPD detail (see attached Exhibit A) in lieu of using unistrut.
Also, we provided with a detail in submittals dated 1.17.18 (see attached Exhibit B) which shows solution for display wires where 2 layers of fire rated gyp occurs.

PROPOSED SOLUTION: Use proposed details instead of using Unistrut P1000

COST IMPACT: No

SCHEDULE IMPACT: Yes

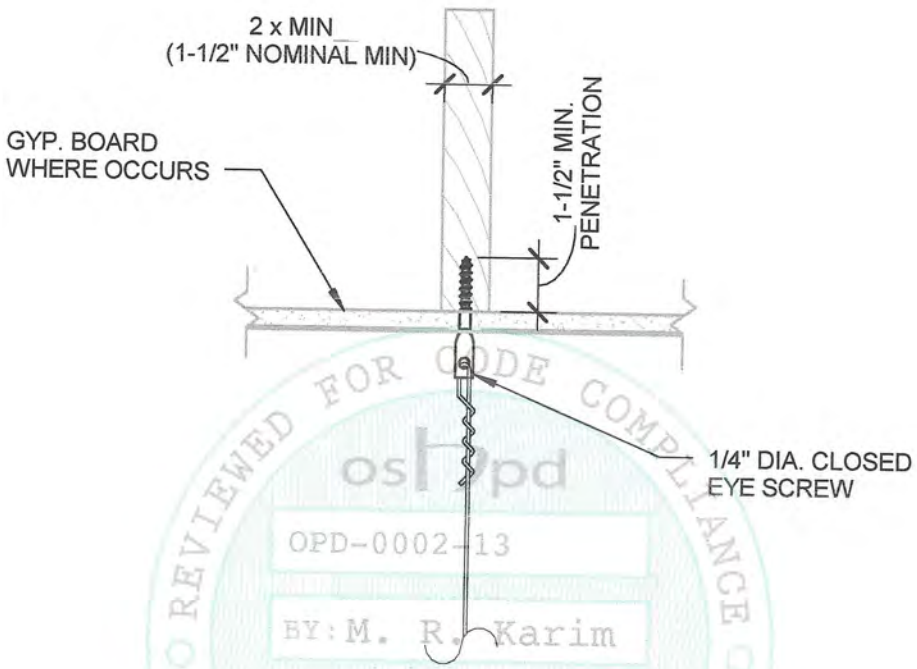
PLEASE REPLY A.S.A.P

Sincerely;

David Betancur
Project Manager / Estimator

5/9/2017 9:06:09 A

Exhibit "A"



REVIEWED FOR CODE COMPLIANCE
CALIFORNIA BUILDING CODE 2013
oshpd
OPD-0002-13
BY: M. R. Karim
DATE: 05/11/2017

HANGER WIRE

NOTES:

1. FRAMING MEMBERS SHALL BE DESIGNED TO CARRY THE CEILING LOADS, RDP TO VERIFY

2. RDP SHALL VERIFY THAT SCREWS AT THE BOTTOM FLANGE OF TRUSS IS ACCEPTABLE

Section Title : OSHPD STANDARD SUSPENDED CEILING DETAILS	OPD No:
Sheet Title : HANGER WIRE CONNECTION TO SAWN TIMBER	CL4.24

RFI - 4/02

Exhibit "B"

45 Degree seismic wires

FULL HEIGHT BLOCKING ON ONE SIDE (EITHER SIDE OK) W/ LTP4 EA END, EA SIDE.

2 LAYERS OF FIRE 5/8" RATED GYP. BOARD

#12 2" HEXHEAD SCREW

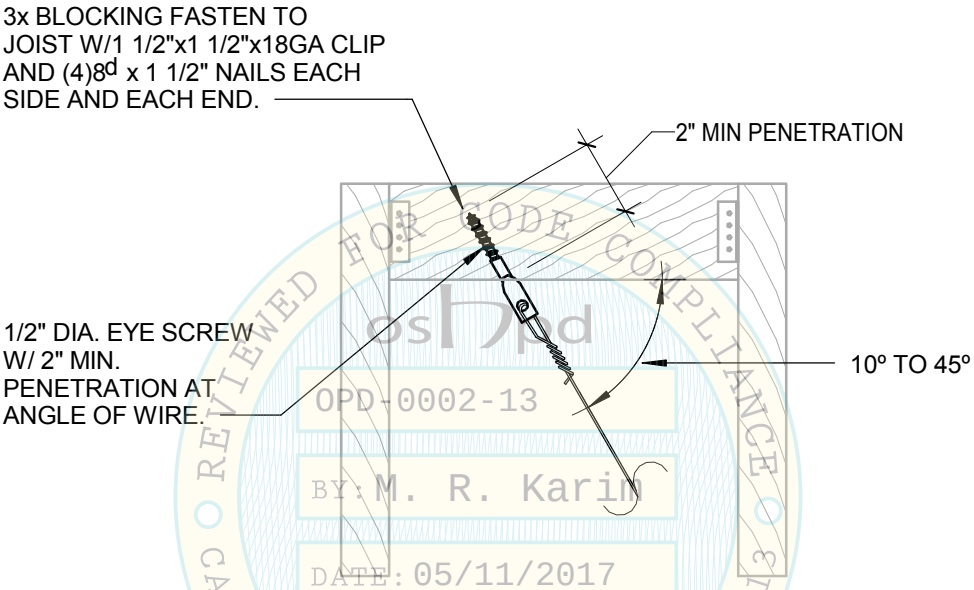
1 1/2" x 1 1/2"x12 GA x 2" CEILING CLIP

REFERENCE 14 A-C4.1

SOLID BLK TJI OR RAFTER 1 BAY

STRUCTURALLY ACCEPTABLE

OK TO INSTALL 2 SPLAY WIRES ON COMMON BLOCK



REVIEWED FOR CODE COMPLIANCE
CALIFORNIA BUILDING CODE, 2013
oshpd
OPD-0002-13
BY: M. R. Karim
DATE: 05/11/2017

BRACING WIRE

NOTES:

1. FRAMING MEMBERS SHALL BE DESIGNED TO CARRY THE CEILING LOADS, RDP TO VERIFY

2. RDP SHALL VERIFY THAT SCREWS AT THE BOTTOM FLANGE OF TRUSS IS ACCEPTABLE

Section Title : OSHPD STANDARD SUSPENDED CEILING DETAILS		OPD No:
Sheet Title : BRACING WIRE CONNECTION TO SAWN TIMBER		CL4.34

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 280 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/7/2018

DESCRIPTION OF WORK

RFI 403 - Drill holes at perimeter blocking for soffit vent circulation

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to drill holes in blocking between joists along the perimeter of the exterior wall of the Kindergarten Building Reason: To allow air to circulate through the exterior soffit vents. Requested By: SVA Architects Ref: RFI 403	Abdellatif Enterprises Inc	5,204
	Subtotal:	5,204
Contractual Costs		
Overhead 15%		781
	Subtotal:	781
	Total Change Order Request Amount:	**5,985**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # **68**

DATE: June 22, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 403 - drill 3/4" hole in blocks

Description	Qty	Unit	Unit Price	Extension
Material Subtotal				$ -
Material Sales Tax			7.75%	$ -
CA Additional Lumber Assessment			1.0%	$ -
Freight				$ -
Material Total				$ -
Equipment				$ -
Labor	56	hour	$ 72.48	$ 4,058.88
Labor Foreman	6	hour	$ 77.79	$ 466.74
Subtotal				$ 4,525.62
Profit & Overhead		15%		$ 678.84
Change Order Total				**$ 5,204.46**

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Telephone (949) 215-4790 ● Fax (949) 215-4794

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.: 1
Date Performed: 5/25/2018
Date of Report:
CD No.:

Description of Added Scope of Work:
drill 3/4" hole at every block at roof

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI # 403

Labor Description:

Omar Ramires - 6 Hrs.
Martin Palacios Arias - 6 Hrs.
Juan Arias - 6 Hrs.
Pablo Arias - 6 Hrs.

supervision 2 Hrs
total - 26 Hrs

Material Description:

No Material

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 5/25/18

Approval Issued By:
Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.: 1
Date Performed: 5/24/2018
Date of Report:
CD No.:

Description of Added Scope of Work:
drill 3/4" hole at every block at roof

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI # 403

Labor Description:

Omar Ramires - 4 Hrs.
Martin Palacios Arias - 4 Hrs.

supervision 2 Hrs
total - 10 Hrs

Material Description:

No Material

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 5/25/18

Approval Issued By:
Signature & Title | Name (Printed) | Date

ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name:	Elm St, Elementary	Report No.:	3
Project Name:	Elm St, Elementary	Date Performed:	5/29/2018
Project Description:	School	Date of Report:	
Issued To:	BERNARDS	CD No.:	

Description of Added Scope of Work:

drill 3/4" hole at every block at roof

☐ No Cost Change X Cost Change Costs Associated With Ref # RFI # 403

Labor Description:

Omar Ramires - 8 Hrs.
Martin Palacios Arias - 8 Hrs.
Juan Arias - 8 Hrs.

supervision 2 Hrs
total - 26 Hrs

Material Description:

No Material

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By:
Signature:
Print Name:
Date: 5/31/18

Approval Issued By:

Signature & Title Name (Printed) Date

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 403

Project: Elm Elementary School Reconstruction Project

Date: 03-26-18
Discipline: Code

Subject: Venting of Interior Rafter Bays - Kindergarten

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per the IOR's inquiry, please advise if the space in the rafter bays between the roof plywood sheeting and insulation will need to vented on the interior of the Kindergarten Building. Please see attached.

ANSWER

The interior rafter bays in the Kindergarten Bldg between the plywood sheathing and insulation do not need to be vented on the interior per Section 1203 of the CBC.
Due to the mechanical system being an open plenum system above the ceiling, faced insulation is required, in lieu of non-faced insulation. Also need to provide (1) 3/4" hole in blocking between joists along the perimeter of the exterior wall to allow air to circulate through the exterior soffit vents. See attached sketch.

Please see attached email as well for further direction.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella: f	5/21/2018
DJ Insulation Inc	Hector Jimenez	5/21/2018
Eberhard Inc	Mike Williams	5/21/2018

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: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 403

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 03-26-18
Discipline: Code

Subject: Venting of Interior Rafter Bays- Kindergarten

Response Requested By: 04-02-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

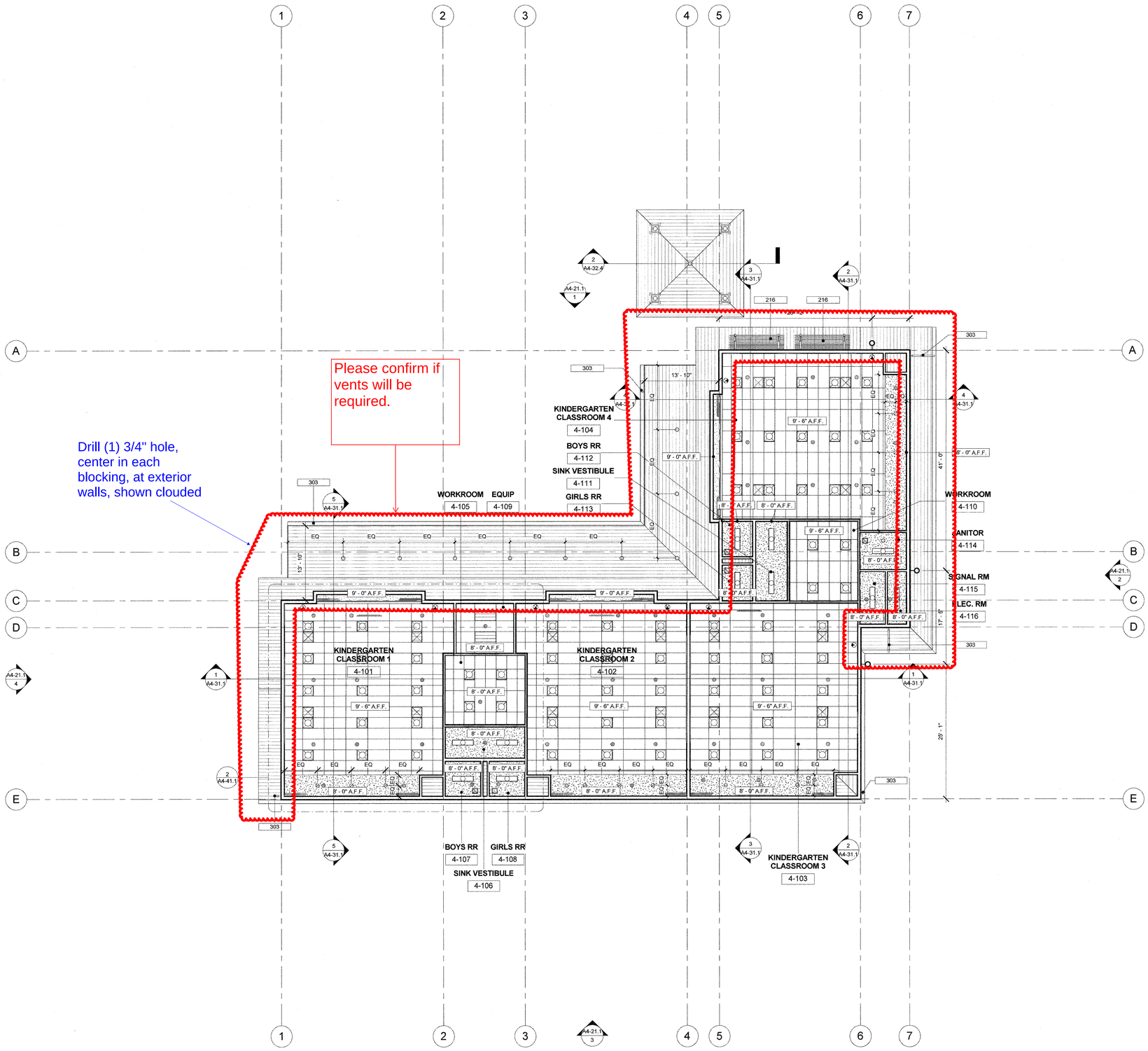
Per the IOR's inquiry, please advise if the space in the rafter bays between the roof plywood sheeting and insulation will need to vented on the interior of the Kindergarten Building. Please see attached.

ANSWER

The interior rafter bays in the Kindergarten Bldg between the plywood sheathing and insulation do not need to be vented on the interior per Section 1203 of the CBC.
Due to the mechanical system being an open plenum system above the ceiling, faced insulation is required, in lieu of non-faced insulation. Also need to provide (1) 3/4" hole in blocking between joists along the perimeter of the exterior wall to allow air to circulate through the exterior soffit vents. See attached sketch.

Response Provided By:	Tom Bardwell	SVA Architects	4/16/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



?	DESCRIPTION
216	SUN SHADE AT KINDERGARTEN BUILDING PER DETAIL 4/A-64.6
303	GUTTER AND DONWSPOUT CONNECTION, SEE DETAIL 12/A-64.4 AND 13/A-64.4

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
- FIRE SPRINKLER
- DATA AND POWER OUTLET IN CEILING FOR LCD PROJECTOR
- LCD — CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
- SP — A/V SYSTEM SPEAKER CEILING MOUNTED
- S — RECESSED CEILING INTERCOM SPEAKER
- SECURITY SENSOR CEILING MOUNTED
- WALL MOUNTED FIRE ALARM EQUIPMENT
- S — CEILING MOUNTED SMOKE DETECTOR
- LIGHT FIXTURE, WALL WASHER
- LIGHT FIXTURE, PENDANT, SUSPEND 24" FROM CEILING. BOTTOM OF FIXTURE NOT TO BE LESS THEN 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
- T1-11 SIDING, SEE NOTE 9

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 A4-53.1 FOR INTERIOR FINISH LEGEND
8. ALL DUCTS SHALL BE PAINTED COLOR P-3, FLAT BLACK.
9. T1-11 SIDING, ATTACH TO UNDERSIDE OF FRAMING PER DETAIL 15/A-64.2. PRIME AND PAINT PER ARCHITECTS DIRECTION

* REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EMERGENCY LIGHTING.

KINDERGARTEN COMPLEX CEILING PLAN | 1/8" = 1'-0" | 1 | **RCP LEGEND**

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA 93033

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18311 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC KW FLS SMH SS
DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: 01/08/16
PROJECT NO: 1340159-Bldg 4
SCALE: As indicated

SHEET NUMBER: A4-11.3

SHEET TITLE:

KINDERGARTEN - BLDG. 4 - REFLECTED CEILING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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From: Tom Bardwell <tbardwell@sva-architects.com>
Sent: Friday, May 18, 2018 4:30 PM
To: Alex Rivera
Cc: Gina Sierra; Jaime Pace; Terry Root
Subject: RE: RFIR 403 - Venting of Interior Rafter Bays - Kindergarten-response.pdf

Alex,

Confirmed, the RFI response is the final version. This was discussed with Tim and Steve and we all agreed to proceed with this direction.

FYI: per my discussion with you yesterday, remember to leave a gap where the insulation meets the hole in the blocking to allow air movement through the building.

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

---

From: Alex Rivera [mailto:ARivera@bernards.com]
Sent: May 17, 2018 9:53 AM
To: Tom Bardwell <tbardwell@sva-architects.com>
Cc: Gina Sierra <GSierra@bernards.com>; Jaime Pace <jpace@bernards.com>; Steve Johnson <SJohnson@bernards.com>
Subject: RE: RFIR 403 - Venting of Interior Rafter Bays - Kindergarten-response.pdf

Tom,

I need to know if this response is final for the interior venting of the kindergarten. Can you confirm at your earliest convenience please.

Thanks,

Alex Rivera
Field Engineer | Elm Elementary School | **BERNARDS**

From: Alex Rivera
Sent: Friday, May 11, 2018 2:47 PM
To: 'Tom Bardwell' <tbardwell@sva-architects.com>
Cc: Gina Sierra <GSierra@bernards.com>; Jaime Pace <jpace@bernards.com>; Steve Johnson <SJohnson@bernards.com>
Subject: RE: RFIR 403 - Venting of Interior Rafter Bays - Kindergarten-response.pdf

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) 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

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653 • License #662128
Telephone (949) 215-4790 • Fax (949) 215-4794

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 282 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/2/2018

DESCRIPTION OF WORK

Remove plywood, post, and hardware at GL 4.7, betweem A and B per DSA

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to remove plywoodand replace posts @ GL7 between GL A & B. Reason: Directed By DSA Field Trip Notes Requested By: DSA Field Engineer Ref: DSA Field Trip Notes 10 and 11	Abdellatif Enterprises Inc	3,214
	Subtotal:	3,214
Contractual Costs		
Overhead 15%		482
	Subtotal:	482
	Total Change Order Request Amount:	**3,696**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

ABDELLATIF
ENTERPRISES, INC.

Change Order # **70**

DATE: June 22, 2018
PROJECT: Elm Street Elementary School

Cost proposal associated with removing plywood, post and hardware per DSA request at grid line 4.7 between A and B

Description	Qty	Unit	Unit Price	Extension
1/2x4x12 CDX plywood	2		$ 45.84	$ 91.68
6x6x16	2		$ 99.20	$ 198.40
A35	12		$ 0.26	$ 3.12
A35Z	4		$ 0.313	$ 1.25
Material Subtotal				$ 294.45
Material Sales Tax			7.75%	$ 22.82
CA Additional Lumber Assessment			1.0%	$ 2.93
Freight				$ -
Material Total				$ 320.20
Equipment				$ -
Labor	32	hour	$ 72.48	$ 2,319.36
Labor Foreman	2	hour	$ 77.79	$ 155.58
Subtotal				$ 2,795.14
Profit & Overhead		15%		$ 419.27
Change Order Total				**$ 3,214.41**

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ABDELLATIF ENTERPRISES, INC.

DAILY TIME AND MATERIAL RECORD

School Name:	Elm St, Elementary	Report No.:	
Project Name:	Elm St, Elementary	Date Performed:	3/29/2018
Project Description:	School	Date of Report:	
Issued To:	BERNARDS	CD No.:	

Description of Added Scope of Work: KINDER GARDEN

Remove plywood and post and hardware per DSA request at grid line 4.7 between A and B

PART OF WOOD HEADER CHECKING CONCRETE THAT ANDY W. MISSED.

☐ No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:

Omar Ramirez (3/29/18 - 8 Hrs)(3/30/18 - 4 Hrs)
Noe Rodriguez (3/29/18 - 8 Hrs)(3/30/18 - 4 Hrs.)
Pablo Arias (3/29/18 - 8 Hrs)

supervision (2 Hrs.)

total Hrs. 34 Hrs.

Material Description:

2 - 6x6x16'
2 4x12x1/2" CDX plywood
4 - A35 Z
12 - A35

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 4/24/18

Approval Issued By:

Signature & Title | Name (Printed) | Date

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

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8.) Annuity Fund		$0.00	$0.00	$0.00	$0.00	$0.00
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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
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15.) Overhead & Profit						
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ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26071 Merit Circle, Suite 114 **Local Union No.:** 409

Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/17 **to** 03/31/18

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8.) Annuity Fund		$0.00	$0.00	$0.00	$0.00	$0.00
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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

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DSA

135

FIELD TRIP NOTE

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #: 010	Date 2017-12-05	DSA File #: 56-22	DSA App. #: 03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 27 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet Alex Rivera, Project Engineer to Bernards Builders - Contractor

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical and Plumbing) are on hold.
Fire line work is in progress.

C.R. Bldg. 1
Rough framing is near complete for 1st floor.
Rough framing is in progress for 2nd floor.
Structural steel framing is nearly complete, except misc. steel.
Rough electrical and plumbing are in progress.

M.P.R. Bldg. 2
Concrete S.O.G has been completed.
Rough framing has started but on hold due to lack of lumber supply.

Admin. Bldg. 3, Kindergarten Bldg. 4:
Rough framing is in progress.

The "damaged" posts will be replaced with "No damaged" post per Design professionals and the School District letter to DSA. (Post with Hold Down anchors)
This project is under Voluntary Stop Work Request due to the damaged post as indicated by a letter from the School District to DSA (on file) in the area where the problem occurs.
Some of the posts have already been replaced by the "non damaged wood" as verified by P.I.

Parallam with open cut - CCD #12 has been approved by DSA. The work has been completed.

DSA/FLS (Shihfan Huang) is reviewing some inquiries from the P.I. regarding some FLS issues.

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:010	Date: 2017-12-05	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):

DSA
FIELD TRIP NOTE

135

Project Name/ School: ELM STREET ELEMENTARY SCHOOL				CDS #:
By: AWIDJAJA	FTN #:011	Date2018-02-02	DSA File #:56-22	DSA App. #:03-116407
Project Inspector: Hoyt Timothy		On Site? Yes	Occupied? No	Project is 40 % Complete

Scope of Work:
Construction of 1-New Admin.,MPR,Classroom & Kindergarten Buildings & Site Work.

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Meet also with Roland Krolikowski, Special Inspector on site.

Discuss DSA Inspection Card and DSA Box upload.
Discuss DSA 119-PIPR.

Site work:
Site utilities (Electrical and Plumbing) are on hold.
Fire line work is on hold.

C.R. Bldg. 1
Rough framing is near complete for 1st floor. and 2nd floor.
Structural steel framing is complete, except misc. steel. (guard rails and handrails)
Rough electrical and plumbing are in progress.
Fire Sprinkler and Rough Mechanical are in progress.

M.P.R. Bldg. 2
Rough framing is on hold due to Mechanical Equipment changes.
Suggest to MEOR to ensure the changes do not affect the Operating Weight of the equipment to avoid re justification for the structural design (Gravity and Seismic) and delay in construction.

Admin. Bldg. 3, Kindergarten Bldg. 4:
Rough framing is in progress.
Rough electrical and plumbing are in progress.
Fire Sprinkler and Rough Mechanical are in progress.

The "damaged" posts have been replaced with "No damaged" post per Design professionals and the School District letter to DSA. (Post with Hold Down anchors)
This project is under Voluntary Stop Work Request due to the damaged post as indicated by a letter from the School District to DSA (on file) in the area where the problem occurs.

DSA/FLS (Shihfan Huang) has responded to the inquiries from the P.I. regarding some FLS issues.
AOR rep. Tom Bardwell will submit the necessary letter/CCD per the discussion with DSA/FLS.

Review CCD #15 and CCD #16 with the P.I. AOR/SE shall submit individual CCD item and not to "bundle" the item on the CCD.
P.I. to issue Deviation on items constructed without the DSA approved documents to avoid N/C.

FIELD TRIP NOTE

By: AWIDJAJA	FTN #:011	Date: 2018-02-02	CDS#:	DSA App. #:03-116407

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION):

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 327 R0

Project: Elm Elementary School Reconstruction Project

Date: 8/13/2018

DESCRIPTION OF WORK

Bulletin 13 & RFI 337

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add ductwork, dampers, access doors, and revise louver sizing. Reason: Requested in Bulletin 13 and RFI 337 Requested By: SVA Architects Ref: Bulletin 13, RFI 337	Sheldon Mechanical Corp	91,396
	Subtotal:	91,396
Contractual Costs		
Overhead 15%		13,709
	Subtotal:	13,709
	Total Change Order Request Amount:	**105,105**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

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 #9 Bulletin #13 & RFI #337 R1

Dear Kyle,

Attached is our itemized credit and add for costs associated with Bulletin #13 & RFI #337.

Contract Drawings Credit

- Remove (25) Stainless Steel Access Doors.
- Remove (25) Control Dampers.

Bulletin #13 & RFI #337 Add

- DFI Invoice – (22) Lined Elbows for 2nd Floor Classroom Relief Ducts and (50) Duct Access Doors.
- Furnish and Install (50) Backdraft Dampers in Relief/Return Duct, and (50) Fire Dampers in Relief/Outside Air Duct.
- Furnish and Layout (50) Non-Rated Access Doors for Fire Dampers in Relief Duct and VRF Units in Closet.
- Revised Louver Sizing.
- Additional Supervision, Shop Drawings, Detailing, Cleanup, Freight and Material Handling.

This Work Excludes Commissioning or Installing Access Doors.

Cost for SMC COR #9 is $91,396.00

If you have any questions please call me.

Sincerely,

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

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 #9 Credit

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

Phone 661-286-1361 FAX 661-287-9086
e-mail Dillon@sheldonmech.com

DATE	PAGE
07/27/18	1
TIME	
10:33 AM	

	Description	Ref	Ref Amount	Op	Rate	Amount
1	MAJOR QUOTATIONS					
2	EQUIPMENT:					
3						
4	HALDEMAN					-18,485.00
5	25 Control Dampers					
6	25 SS Access Doors					
7	50 Louvers					
8	SUBTOTAL					-18,485.00
9						
10	SALES TAX:					
11	Major Quotations	Line 8	-18,485.00	%	7.75	-1,432.59
12	SUBTOTAL					-1,432.59
13						
14	DIRECT FIELD LABOR					
15	25 Control Dampers					
16	Foreman	Calc	12.50	*	-118.91	-1,486.38
17	Journeyman	Calc	12.50	*	-98.14	-1,226.75
18						
19	Layout 25 A/Doors					
20	Foreman	Calc	12.50	*	-118.91	-1,486.38
21						
22	Install 50 Louvers					
23	Foreman	Calc	200.00	*	-118.91	-23,782.00
24	Journeyman	Calc	200.00	*	-98.14	-19,628.00
25	SUBTOTAL					-47,609.51
26						
27	JOB SUBTOTAL					-67,527.10
28						
29	OVERHEAD MARKUP:					
30	Material	Shp Tot	138.59	%		
31	Major Quotations	Line 6	0.00	%		
32	Sales Tax	Line 12	-1,432.59	%		
33	Direct Field Labor	Line 25	-47,609.51	%		
34	Direct Shop Labor	Line 25	-47,609.51	%		
35	Specialized Labor	Line 25	-47,609.51	%		
36	Indirect Labor	Line 25	-47,609.51	%		
37	Non-Productive Lbr.	Line 25	-47,609.51	%		
38	Direct Job Expenses	Line 25	-47,609.51	%		
39	Sub Contracts	Line 25	-47,609.51	%		
40	JOB TOTAL					-67,527.10

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #9 Add

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

DATE	PAGE
07/27/18	1
TIME	
08:51 AM	

	Description	Ref	Ref Amount	Op	Rate	Amount
1	MATERIAL:					
2	DFI					17,345.00
3	SUBTOTAL					17,345.00
4						
5	MAJOR QUOTATIONS:					
6	EQUIPMENT:					
7						
8	HALDEMAN					33,258.00
9	50 Backdraft Damper					
10	50 Access Doors					
11	50 Fire Dampers					
12	50 Louvers					
13	SUBTOTAL					33,258.00
14						
15	SALES TAX:					
16	Material Total	Line 3	17,345.00	%	9.50	1,647.78
17	Major Quotations	Line 13	33,258.00	%	7.75	2,577.50
18	SUBTOTAL					4,225.28
19						
20	DIRECT FIELD LABOR:					
21	2nd Floor Elbows					
22	Foreman	Calc	21.00	*	118.91	2,497.11
23	Journeyman	Calc	21.00	*	98.14	2,060.94
24						
25	Install 50 BDDs					
26	Foreman	Calc	25.00	*	118.91	2,972.75
27	Journeyman	Calc	25.00	*	98.14	2,453.50
28						
29	Layout 50 A/Doors					
30	Foreman	Calc	25.00	*	118.91	2,972.75
31						
32	Install 50 F/Dampers					
33	Foreman	Calc	125.00	*	118.91	14,863.75
34	Journeyman	Calc	125.00	*	98.14	12,267.50
35						
36	Install 50 Louvers					
37	Foreman	Calc	150.00	*	118.91	17,836.50
38	Journeyman	Calc	150.00	*	98.14	14,721.00
39	SUBTOTAL					72,645.80
40						
41	DIRECT JOB EXPENSES					
42	Supervision Hours	Calc	40.00	*	118.91	4,756.40
43	Shop Drawings	Calc	8.00	*	108.91	871.28
44	Detailing	Calc	8.00	*	118.91	951.28
45	Cleanup	Calc	16.00	*	98.14	1,570.24
46	Freight Allowance					1,000.00
47	Material Handling	Calc	16.00	*	98.14	1,570.24
48	SUBTOTAL					10,719.44
49						
50	JOB SUBTOTAL					138,193.52
51						
52	OVERHEAD MARKUP					
53	Flat Rate Markup	Line 50	138,193.52	%	15.00	20,729.03
54	Material	Line 3	17,345.00	%		
55	Major Quotations	Line 9	0.00	%		

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #9 Add

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

DATE	PAGE
07/27/18	2
TIME	
08:51 AM	

	Description	Ref	Ref Amount	Op	Rate	Amount
56	Sales Tax	Line 18	4,225.28	%		
57	Direct Field Labor	Line 39	72,645.80	%		
58	Direct Shop Labor	Line 39	72,645.80	%		
59	Specialized Labor	Line 39	72,645.80	%		
60	Indirect Labor	Line 40	0.00	%		
61	Non-Productive Lbr.	Line 40	0.00	%		
62	Direct Job Expenses	Line 48	10,719.44	%		
63	Sub Contracts	Line 48	10,719.44	%		
64	JOB TOTAL					158,922.55

HALDEMAN

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:	***QQ16640-00***	***JOB NAME:***	***Elm Street ES - Bulletin 13***
BID DATE:	***11/22/2017***	***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	Price
	CREDITS	
25	Eldoor DW-SS stainless steel drywall access panel with screw driver latch - 36"x24"	$3,285.00

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.

QQ16640-00

DUCT FABRICATORS
DFI
INCORPORATED

P.O. Box 803338, Santa Clarita, CA 91380
Tel: 661-705-8780 Fax: 661-705-8790

INVOICE

February 14, 2018

FOR. Elm Street Elementary

BILL TO
Mr. Dillon Boute'
Sheldon Mechanical Corp
26015 Avenue Hall
Santa Clarita, CA 91355
661-286-1361

DESCRIPTION	AMOUNT
Please reference your sheets tagged: Bulletin #13 & RFI #337	$ 17,345.00
All material constructed per your details and specifications	
(22) 1" Lined 30"x10" 45 Degree Elbows	
(50) - 18"x18" Cut In and Install Duct Access Doors	
SUBTOTAL	$ 17,345.00
TAX RATE	9.50%
SALES TAX	1,647.78
OTHER	-
TOTAL	**$ 18,992.78**

Make all checks payable to **Duct Fabricators Incorporated.**
THANK YOU FOR YOUR BUSINESS!

HALDEMAN INC

2937 TANAGER AVENUE, LOS ANGELES, CA 90040 OFFICE: (323) 726-7011 FAX: (323)726-7011

ESTIMATING DEPARTMENT
OM: OBED C.

QUOTE NO: 164924-1
BID DATE: 2/15/2018
PROJECT: ELM STREET ES - BULLETIN 13 & RFI 337
LOCATION: OXNARD, CA

TERMS: NET 10TH PROX. FREIGHT: PREPAID SALES TAX: EXCLUDED QUOTE VALID FOR: 30 DAYS

CREDIT

QTY.	PRODUCT DESCRIPTION		
	ELF375DX EXTRUDED ALUMINUM LOUVER, 4" FRAME, DRAINABLE BLADES WITH BIRDSCREEN & MILL FINISH (BARE METAL)	**RUSKIN LOUVERS - NET LOT PRICE**	**$11,000**
25	84"x14"		
25	36"x24"		

QTY.	PRODUCT DESCRIPTION		
25	CD36 LOW VELOCITY LOW LEAK COMMERCIAL CONTROL DAMPER, GALVANIZED FRAME WITH 120V TWO POSITION ACTUATOR - 48"x10"	**RUSKIN DAMPERS - NET LOT PRICE**	**$4,200**

ADD

QTY.	PRODUCT DESCRIPTION		
	ELF375DX EXTRUDED ALUMINUM LOUVER, 4" FRAME, DRAINABLE BLADES WITH BIRDSCREEN & MILL FINISH (BARE METAL) - 48"x14"	**RUSKIN LOUVERS - NET LOT PRICE**	**$10,000**
25	48"x14"		
25	20"x20"		

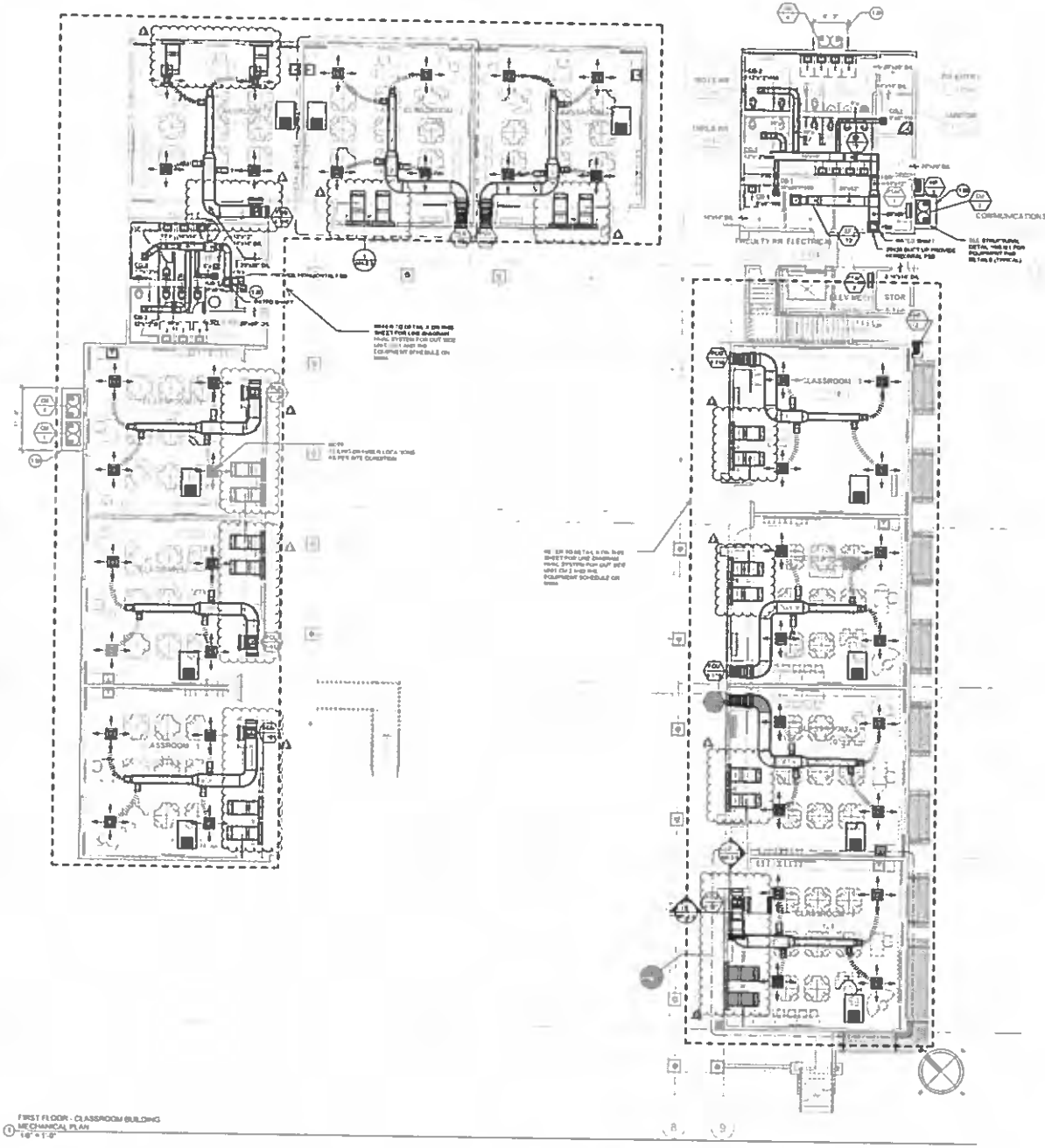
QTY.	PRODUCT DESCRIPTION		
	BD2A2 GRAVITY BACKDRAFT DAMPER, EXTRUDED ALUMINUM	**RUSKIN BACKDRAFT DAMPERS - NET LOT PRICE**	**$6,000**
25	30"x10"		
25	30"x18"		

QTY.	PRODUCT DESCRIPTION		
	DW ACCESS PANEL WITH STANDARD SCREW DRIVER LATCH	**ELMDOOR ACCESS PANELS - NET LOT PRICE**	**$6,508**
25	24"x24"		
25	36"x72"		

QTY.	PRODUCT DESCRIPTION		
	DIBD2 CURTAIN STYLE, DYNAMIC TYPE FIRE DAMPER WITH SLEEVE, MOUNTING ANGLES	**RUSKIN DYNAMIC FIRE DAMPERS - NET LOT PRICE**	**$10,750**
25	48"x14"		
25	20"x20"		

This quotation is conditioned upon your acceptance of Haldeman Inc.'s standard terms & conditions of sale, a copy of which is available upon request.

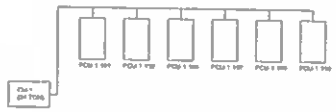
QUOTED BY: OBED C.



FIRST FLOOR - CLASSROOM BUILDING
MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES

MAR
K DESCRIPTION



1. THIS DIAGRAM INDICATES A TYPICAL SYSTEM FOR WEST AND NORTH CLASSROOMS ON THE 1ST LEVEL
ALSO THE FOLLOWING ARE SIMILAR DISCLAIMERS
2. 4 ½ TON CU 2 OUTDOOR CONDENSING UNIT SERVING FCU 1 114 116 120 121 FAN COIL UNITS IN EAST CLASSROOMS ON 1ST LEVEL
3. 8 ½ TON CU 3 OUTDOOR CONDENSING UNIT SERVING FCU 1 [illegible] FAN COIL UNITS IN WEST AND EAST CLASSROOMS ON THE 2ND LEVEL
4. 8 ½ TON CU 4 OUTDOOR CONDENSING UNIT SERVING FCU 1 [illegible] FAN COIL UNITS IN NORTH AND EAST CLASSROOMS ON THE 2ND LEVEL

TYPICAL HVAC SYSTEM SAMPLE LINE DIAGRAM

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, I
ELECTRICAL, MECHANICAL AND TECHNOLOGY
[illegible]

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCH
OFFICE OF REGULATION SERV
A# 03-116407
AC____ FLS____ SS____
DATE _____

REVISIONS

	DESCRIPTION	DA
1	BULLETIN 13	10/27
2		
3		
4		
5		
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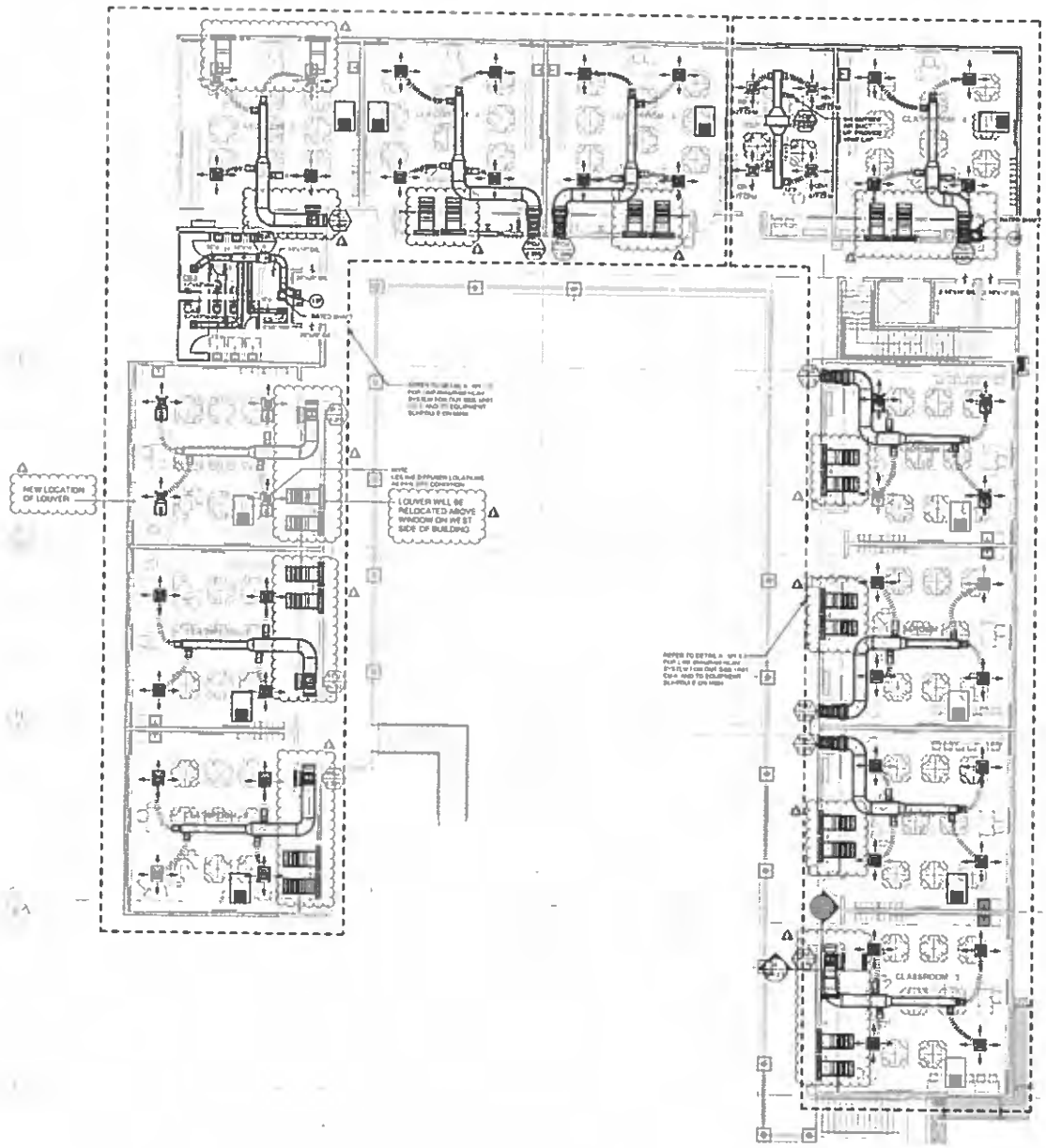
7		
8		
9		
10		

DATE ISSUED: 10/2
PROJECT NO: 13
SCALE: 1/8"

SHEET NUMBER: M1-
SHEET TITLE:

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SVA ARCHITEC



SECOND FLOOR CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES

MAR K	DESCRIPTION
1.21	12"x12" DUCT UP THRU ROOF
1.26	12"x12" DUCT UP THRU ROOF
4.11	3/4" CW DOWN TO 1.5 (1'-0")
4.12	3/4" CW & HW DOWN TO SB-1
4.17	2" CW LINE UP TO RESTROOM GROUP ABOVE
4.19	3/4" HW LINE UP TO SB-1 ABOVE
4.20	1 1/2" CW DOWN TO WC-1 (1'-0")
4.21	1 1/2" CW DOWN TO WC-2
4.22	3/4" CW DOWN TO SPRINKLING FOUNTAINS
4.23	3" CW DOWN AND 1" HW UP FROM WATER HEATER
4.24	PROVIDE CW RAIL ...
4.25	RESTROOM GROUP IN

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, I

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHI
OFFICE OF REGULATION SERV

A# 03-116407

AC____ FLS____ BS____

DATE _____

REVISIONS

	DESCRIPTION	DA
1	BULLETIN 13	10/27
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE ISSUED: 10/2

PROJECT NO: 13

SCALE 1/8"

SHEET NUMBER: M1-

SHEET TITLE:

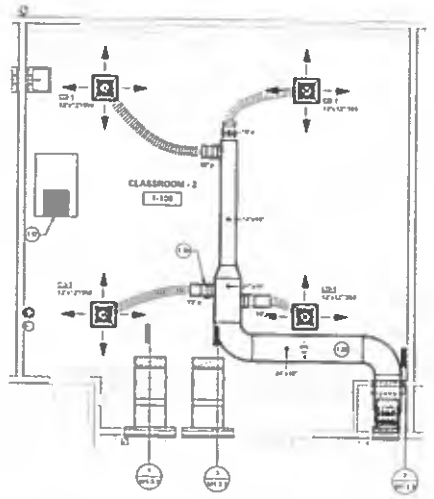
CLASSROOM BLDG - SECONI FLOOR - MECHANICAL PLAN

SVA ARCHITEC

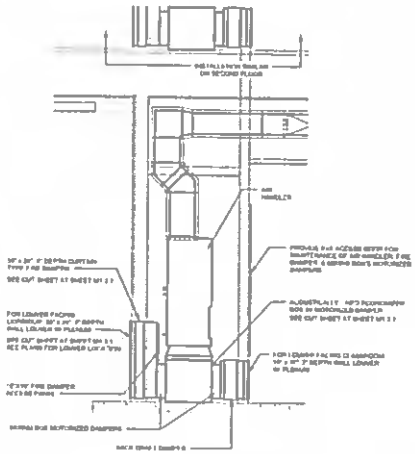
KEYNOTES

MARK

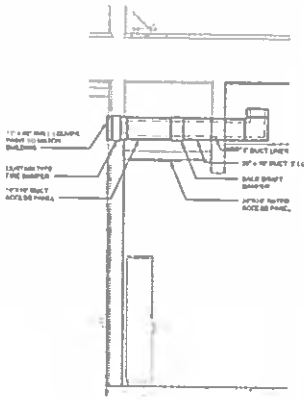
DESCRIPTION



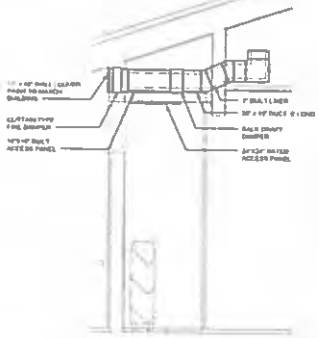
1 ENLARGED CLASSROOM 1-106 PLAN (TYPICAL)
1/4" = 1'-0"



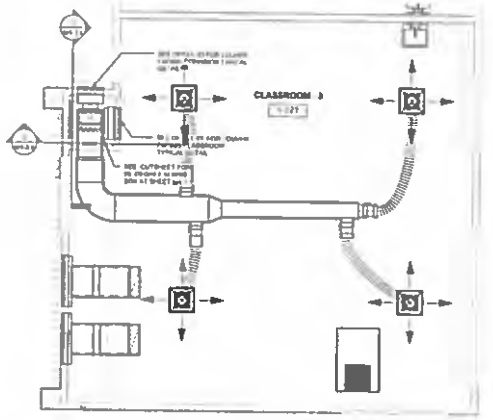
2 MECHANICAL CLOSET SECTION - LEFT & RIGHT MIXING BOX
1/2" = 1'-0"



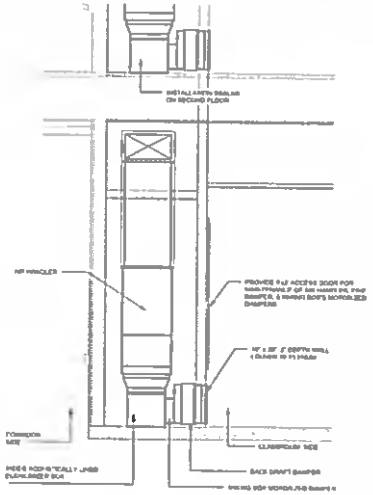
3 WALL LOUVER DETAIL - FIRST FLOOR
1/2" = 1'-0"



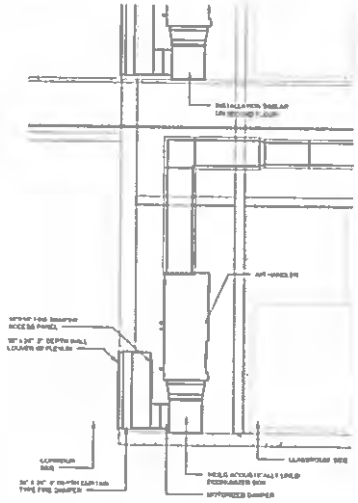
4 WALL LOUVER DETAIL - SECOND FLOOR
1/2" = 1'-0"



5 ENLARGED CLASSROOM 1-121 PLAN (TYPICAL)
1/4" = 1'-0"



6 MECHANICAL CLOSET SECTION - 90DEG MIXING BOX 1
1/2" = 1'-0"



7 MECHANICAL CLOSET SECTION - 90DEG MIXING BOX 2
1/2" = 1'-0"

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET OXNARD, CALIFORNIA

ROSHAMAN & ASSOCIATES, I

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCH
OFFICE OF REGULATION SERV

A# 03-116407

AC ____ FLS ____ SS ____

DATE ____

REVISIONS:

	DESCRIPTION	DA
1	BULLETIN 13	10/27

DATE ISSUED: 10/2

PROJECT NO: 13

SCALE: As ind

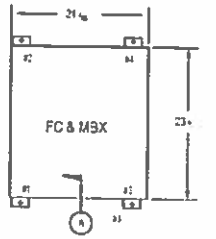
SHEET NUMBER: M1-

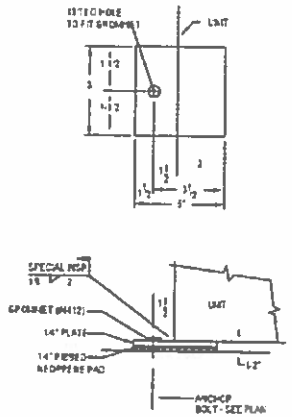
SHEET TITLE:

CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN

SVA ARCHITEC

MARK	QUAN.	MODEL
---	1	RT-MCD48





NOTES
1. M.W. SAUSSE & CO., INC. IS NOT RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OF THE EQUIPMENT WHEN ANCHORED AS SHOWN.
2. USE 3/8" DIA. HILTI HIT-HY 70 ADHESIVE & STUD FOR CONCRETE (ESR 3814) OR EQUIVALENT. CONCRETE THICKNESS IS 12" MINIMUM. IF ALL ANCHORS WITH SPECIAL INSPECTION, PLAN DOES NOT APPLY.
3. NOT FOR CONSTRUCTION. ALL DIMENSIONS REQUIRE FIELD VERIFICATION PRIOR TO START OF PROJECT.
4. ALL FIELD WELDING MUST BE DONE WITH SPECIAL INSPECTION PER SECTION 1704.3 OF THE 2016 CBC

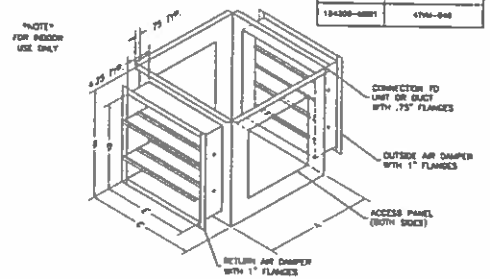
M.W. SAUSSE & CO., INC.	JOB NAME: ELM ST	REVISIONS	DRN TDT CHK
23774 Peninsular Pkwy Valencia, CA 91355	CUST	A	DATE 4-5-16
Phone: (661) 257-3311 Fax: (661) 257-7973	CUST P.O.:	B	SHEET NO.:
Vibrex RPC-FC	MFG. FINISH: ROSWHAM	C	
	MFG. FC	D	

CanFeb — FOR: CUSTOM MIXING BOXES — PART NO: SEE BELOW

RIGHT AND LEFT MIXING BOX

FEATURES
1. FULLY MODULATING HONEYWELL CONTROL SYSTEM AVAILABLE WITH DRYBULB, SINGLE ENTHALPY OR COMPARATIVE (DIFFERENTIAL) ENTHALPY SENSOR(S) AND HONEYWELL OR BELIMO ACTUATOR. SEE MODEL NUMBER BREAK DOWN BELOW
2. HEAVY GAUGE STEEL CONSTRUCTION WITH GALVANIZED FINISH.
3. RETURN AIR AND OUTSIDE AIR DAMPERS ARE THE SAME SIZE. RETURN AIR SHOWN OPEN, OUTSIDE AIR SHOWN CLOSED AND ACCESS PANEL AS SHOWN. SEE MODEL NUMBER BREAK DOWN BELOW FOR OTHER OPTIONS.
4. 1"-1.5 LB. DENSITY INTERNAL INSULATION.
5. 16 GAUGE MATERIAL USED FOR SUPPORT.
6. NUMBER 10 SELF TAPPING SHEET METAL SCREWS 6" MAX. SPACING.

CANFEB	TRANE MODEL
184208-MB01	4YM4-048



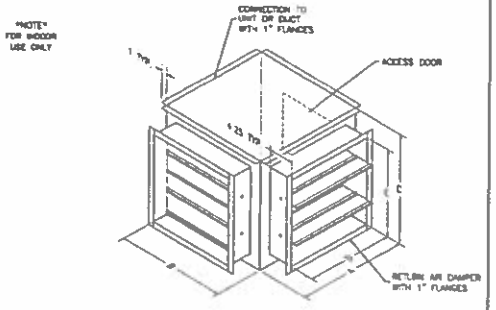
PART NUMBER	A	B	C	D	E
184208-MB01-LE-BK-HDE	21.75	20	19.75	18	19.75

MBB-SP-__-__-__
- CONTROLS (C-COMPARATIVE ENTHALPY, D-DRYBULB, E-ENTHALPY, N-NONE)
- ACTUATOR (B-BELIMO, H-HONEYWELL, N-NONE)
- OUTSIDE AIR DAMPER POSITION (BK-BACK, LE-LEFT, RI-RIGHT)
- RETURN AIR DAMPER POSITION (BK-BACK, LE-LEFT, RI-RIGHT)

PROJECT:	DATE:
ENGINEER:	DISTRIBUTOR:
DRAWING NUMBER: 184208.DWG	DC 01.06.15

CanFeb — FOR: CUSTOM MIXING BOXES — PART NO: SEE BELOW

FEATURES
1. FULLY MODULATING HONEYWELL CONTROL SYSTEM AVAILABLE WITH DRYBULB, SINGLE ENTHALPY OR COMPARATIVE (DIFFERENTIAL) ENTHALPY SENSOR(S) AND HONEYWELL OR BELIMO ACTUATOR. SEE MODEL NUMBER BREAK DOWN BELOW
2. HEAVY 16 GAUGE STEEL CONSTRUCTION WITH GALVANIZED FINISH
3. RETURN AIR AND OUTSIDE AIR DAMPERS ARE THE SAME SIZE. RETURN AIR SHOWN OPEN, OUTSIDE AIR SHOWN CLOSED AND ACCESS PANEL AS SHOWN. SEE MODEL NUMBER BREAK DOWN BELOW FOR OTHER OPTIONS.
4. 1"-1.5 LB. DENSITY INTERNAL INSULATION



PART NUMBER	A	B	C	D	E
184324-MB01-LE-BK-HDE	16.0625	15.5	15.5	14	11.5

MBB-SP-__-__-__
- CONTROLS (C-COMPARATIVE ENTHALPY, D-DRYBULB, E-ENTHALPY, N-NONE)
- ACTUATOR (B-BELIMO, H-HONEYWELL, N-NONE)
- OUTSIDE AIR DAMPER POSITION (BK-BACK, LE-LEFT, RI-RIGHT)
- RETURN AIR DAMPER POSITION (BK-BACK, LE-LEFT, RI-RIGHT)

DOC. 01-02

PROJECT:	DATE:
ENGINEER:	DISTRIBUTOR:
DRAWING NUMBER: 184324MJ.DWG	JF 09.25.17

POTTORFF

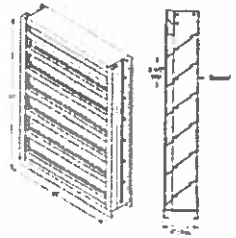
model EFD-435
extruded aluminum louvre
4" deep • 35° drainable blade

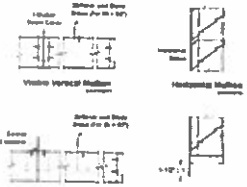
Application

Standard Construction

Options

Ratings





POTTORFF

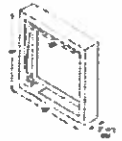
model VFD-160-TLA
1½ hour rated — dynamic fire damper
thinline curtain style blade

Application

Standard Construction

Listings

Options



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, I
ELECTRICAL ENGINEERS AND CONSULTANTS

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHI
OFFICE OF REGULATION SERV
A# 03-116407
AC. ____ FLS ____ 93 ____
DATE

REVISIONS

	DESCRIPTION	DA
1	BULLETIN 13	12.27

DATE ISSUED: 12/2
PROJECT NO: 13
SCALE:
SHEET NUMBER: M1.
SHEET TITLE:

CLASSROOM BUILDING - CUT SHEETS

SVA ARCHITEC

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 337

Project: Elm Elementary School Reconstruction Project

Date: 01-30-18
Discipline: Mechanical

Subject: OSA and Relief Louvers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-1.1.2		

QUESTION

Please confirm the following attachment is acceptable for the sizing of the Outside Air Louver, Relief Louvers and Ductwork.

ANSWER

The proposed duct and louver sizes are acceptable. No Exception Taken.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	2/5/2018
Sheldon Mechanical Corp	Dillon Boute	2/5/2018
Abdellatif Enterprises Inc	Hazem Abdellatif	2/5/2018
Sheldon Mechanical Corp	Mike Smith	2/5/2018

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: 21
Submitted By: Alex Rivera - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 337

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 01-30-18
Discipline: Mechanical

Subject: OSA and Relief Louvers

Response Requested By: 02-06-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-1.1.2		

QUESTION

Please confirm the following attachment is acceptable for the sizing of the Outside Air Louver, Relief Louvers and Ductwork.

ANSWER

The proposed duct and louver sizes are acceptable. No Exception Taken.

Response Provided By: H. Mozaffari, R&A (Name) _____ (Company) February 1, 2018 (Date)

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number: 21
Submitted By: Alex Rivera - Bernards

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall
Santa Clarita, CA 91355
Phone: 661.286.1361
Fax: 661.287.9086

Request For Information

RFI NO: 21 **DATE:** 1/25/2018

TO: Bernards **ATTN:** Jaime Pace

JOB: Elm Street Elementary [4306] **A/E:**

SUBJECT: OSA and Relief Louvers **REF:**

INFORMATION REQUESTED:

Please confirm the following attachment is acceptable for the sizing of the Outside Air Louver, Relief Louvers and Ductwork.

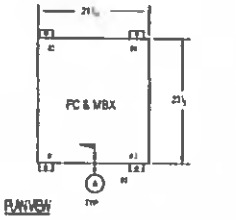
Suggestion

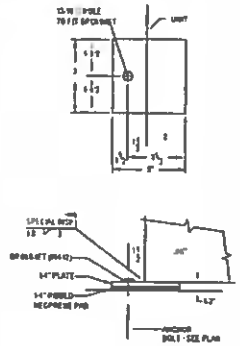
REPLY REQUIRED: Yes **COST IMPACT:** POSSIBLE **SCHEDULE IMPACT:** YES

FURTHER ACTION: **STATUS:**

REQUESTED BY: Dillon Boute'

MARK	MFR	MODEL
	TITUS	47ARMNAL



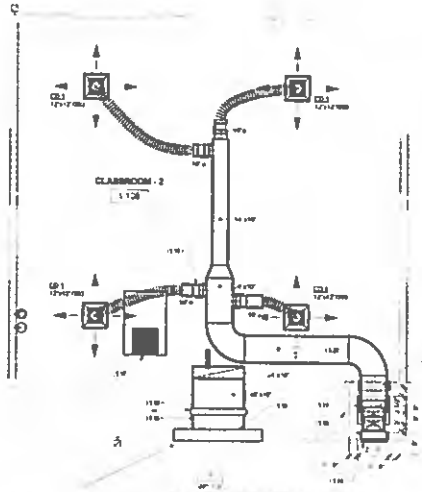


NOTES

M.W. SAUSSE & CO., INC.	JOB NAME: ELM ST	REVISIONS	DRN	TDT	CHK
Vibrex RFG-EQ	CUST	A	DATE: 1.8.15		
	CUST # 0	B	SHEET NO		
	MECH ENGR: ROSHANIAN	C	1		
	MFR: PC	D			

KEYNOTES

MARK	DESCRIPTION
K	



ENLARGED CLASSROOM PLAN (TYPICAL SIZES FOR ALL CLASSROOMS)
1/4" = 1'-0"

CanFab

FOR: CUSTOM MIXING BOX(S)

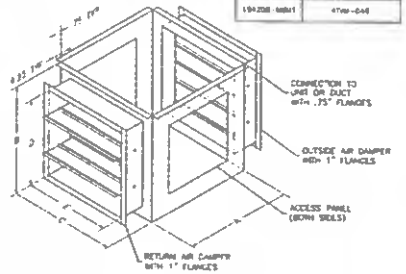
PART NO: SEE BELOW

RIGHT AND LEFT MIXING BOX

FEATURES

1. FULLY MODULATING HONEYWELL CONTROL SYSTEM AVAILABLE WITH DRYBULB, SINGLE ENTHALPY OR COMPARATIVE (DIFFERENTIAL) ENTHALPY SENSOR(S) AND HONEYWELL OR BELIMO ACTUATOR. SEE MODEL NUMBER BREAK DOWN BELOW
2. HEAVY GAUGE STEEL CONSTRUCTION WITH GALVANIZED FINISH.
3. RETURN AIR AND OUTSIDE AIR DAMPERS ARE THE SAME SIZE. RETURN AIR SHOWN OPEN, OUTSIDE AIR SHOWN CLOSED AND ACCESS PANEL AS SHOWN SEE MODEL NUMBER BREAK DOWN BELOW FOR OTHER OPTIONS.
4. 1" 1.5 LB DENSITY INTERNAL INSULATION
5. 18 GAUGE MATERIAL USED FOR SUPPORT
6. NUMBER 10 SELF TAPPING SHEET METAL SCREWS. 6" MAX. SPACING

CANFAB	TRANE MODEL
184208-MB01	47MB-048

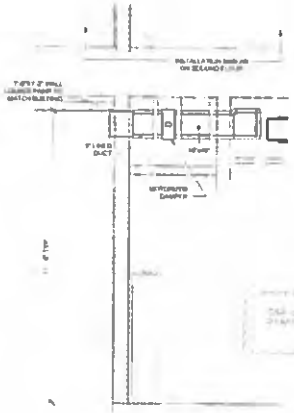


PART NUMBER	A	B	C	D	E
184208-MB01-LE-RI-NOE	21.75	20	18.75	16	14.75

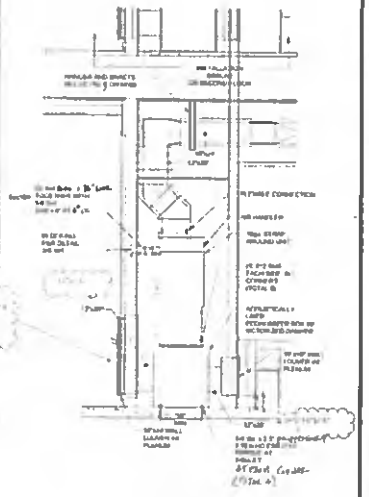
WEB-SP-

CONTROLS (C-COMPARATIVE ENTHALPY, D-DRYBULB, E-ENTHALPY, N-NONE)
ACTUATOR (B-BELIMO, H-HONEYWELL, N-NONE)
OUTSIDE AIR DAMPER POSITION (BK-BACK, LE-LEFT, RI-RIGHT)
RETURN AIR DAMPER POSITION (BK-BACK, LE-LEFT, RI-RIGHT)

PROJECT:	DATE:
ENGINEER:	DISTRIBUTION:
DRAWING NUMBER: 184208.DWG	BC 01.08.15



1 WALL LOUVER DETAIL
1/2" = 1'-0"



2 TYPICAL MECH CLOSET SECTION
1/2" = 1'-0"

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 480 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND PIPING DESIGN

DSA NOTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC
DATE 12.22

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 10/24/20
PROJECT NO: 1340*1
SCALE: As noted

SHEET NUMBER: M1-1.

SHEET TITLE:

CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN

SVA ARCHITECTS

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date:
Project:
Rate Effective Throu December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : ■ Non Union: ☐

	Straight Time	Time & 1/2	Double Time
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.
Effective Date:
Project:
Rate Effective Through: December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Foreman

Union : [ ] Non Union: [ ]

		Straight Time	Time & 1/2	Double Time
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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 330 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/7/2018

DESCRIPTION OF WORK

Cali USA Kitchen Washable Ceiling Tile RFI 477

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add a washable tile T-bar ceiling in the kitchen. Reason: There was not sufficient room to run the HVAC duct above the kitchen ceiling if a hard lid ceiling was installed. Requested By: SVA Architects Ref: RFI 477 and Bulletin 29	Cali USA Acoustics Inc	6,986
	Subtotal:	6,986
Contractual Costs		
Overhead 15%		1,048
	Subtotal:	1,048
	Total Change Order Request Amount:	**8,034**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

C.O.

CALI U.S.A. ACOUSTICS, INC.

3 REVISED

1111 RANCHO CONEJO BLVD, SUITE #501 ; THOUSAND OAKS ,CA 91320
PHONE(805)376-9300, Fax (805)376-9306

Date: 6-Sep-18

To: BERNARD BROTHERS
555 FIRST STREET
SAN FERNANDO , CA 91340
ATTN: MR.ALEX RIVERA

Project: ELM E.SCHOOL
Address 450 E.ELM STREET
OXNARD , CA 93033

The following change from the original contract is hereby authorized:

LABOR & MATERIAL TO INSTALL T-BAR & TILE AT THE KITCHEN PER RFIR 477 AND PER REVISED FINISH SCHEDULE E-MAIL 9/5/18

MATERIALS:	816 SQFT.T-BAR STANDARD 2X4 & WASHABLE TILE	$4,080.00
LABOR:	32 HOURS X $78.96	$2,526.72
	PLUS 15% OVERHEAD & PROFIT	$379.00
TOTAL:	**REVISED 9/26/18**	**$6,985.72**

This change order represents a supplementary agreement between the Contractor and the Subcontractor. ther therms and conditions of the original Subcontract agreement shall apply to this change order.

Cali U.S.A Acoustics, Inc.
Subcontractor

By_____
Diego Velasquez, President

_____
Contractor

By_____

After July 1/18

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor: Cali USA Acoustics, Inc.
Date: 9/21/2018
Project: ELM ES
Rate Effective Through: June 30, 2019

Trade: Acoustical Ceilings
Classification: 5020

Union : [x] **Non Union:** [ ]

	JOURNEYMAN Straight Time	JOURNEYMAN Time & 1/2	JOURNEYMAN Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 42.41	$ 63.62	$ 84.82
Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
Hourly Taxable Wage Costs Subtotal	**$ 48.60**	**$ 69.81**	**$ 91.01**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 3.01	$ 4.33	$ 5.64
Medicare	$ 0.70	$ 1.01	$ 1.32
FUI	$ 0.39	$ 0.56	$ 0.73
SUI	$ 3.01	$ 4.33	$ 5.64
Workers Compensation Insurance	$ 10.27	$ 14.76	$ 19.24
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 17.38**	**$ 24.99**	**$ 32.57**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
Training (or equivalent)	$ 0.57	$ 0.57	$ 0.57
Hourly Benefits Subtotal	**$ 12.98**	**$ 12.98**	**$ 12.98**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 78.96**	**$ 107.77**	**$ 136.56**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

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

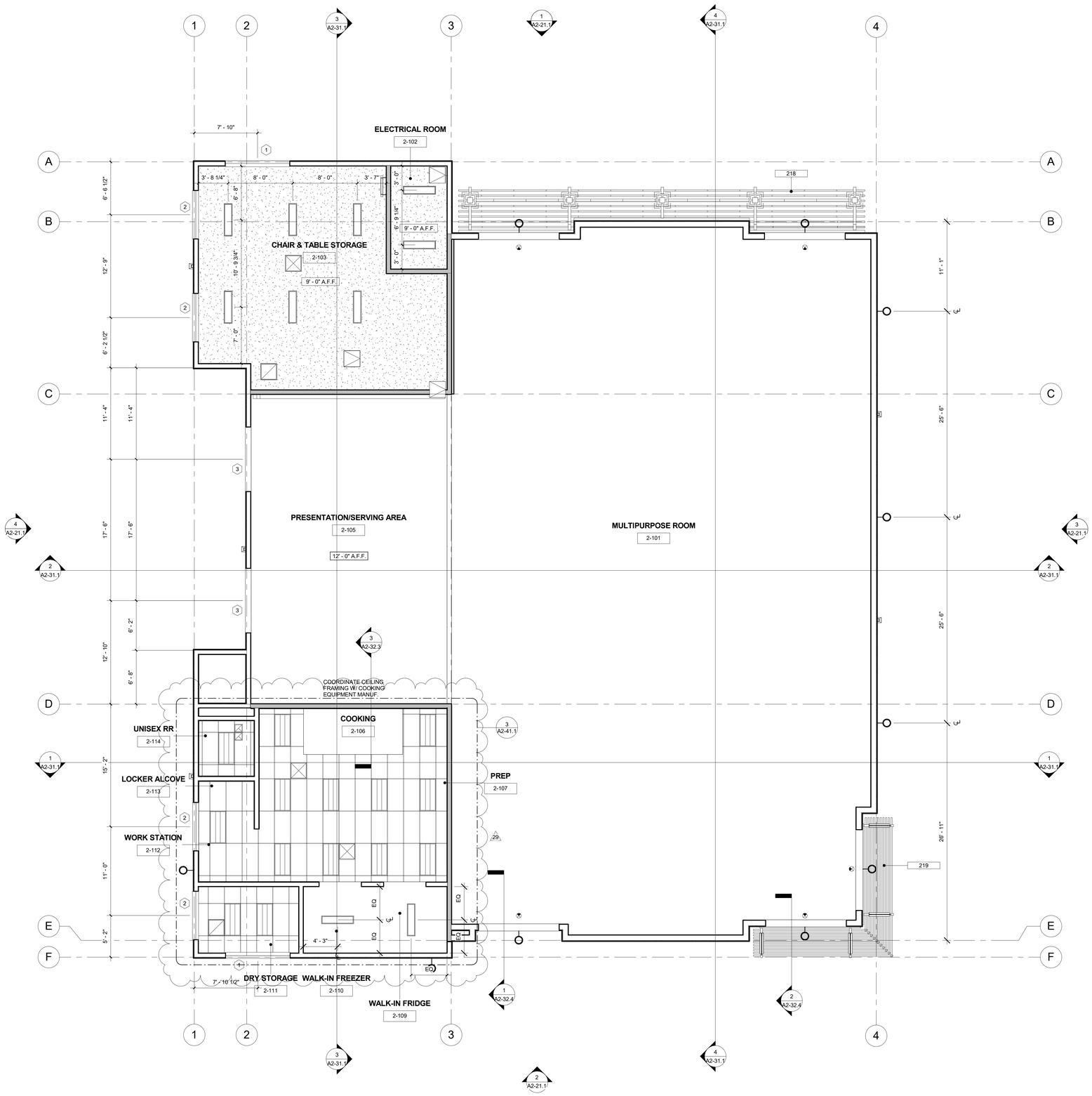
*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or 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

<u>Drawings</u>
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



?	DESCRIPTION
211	2" TECTUM CEILING PANELS PER SPECIFICATIONS. ATTACH PER DETAIL 2/A-64.2
218	TRELLIS AT MPR BUILDING PER DETAIL 1/A-64.5
219	SUN SHADE AT ENTRANCE OF MPR BUILDING PER DETAIL 2/A-64.5

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
- LCD — CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
- SP — A/V SYSTEM SPEAKER CEILING MOUNTED
- S — RECESSED CEILING INTERCOM SPEAKER
- SECURITY SENSOR CEILING MOUNTED
- WALL MOUNTED FIRE ALARM EQUIPMENT
- S — CEILING MOUNTED SMOKE DETECTOR
- LIGHT FIXTURE, WALL WASHER
- LIGHT FIXTURE, PENDANT, SUSPEND 24" FROM CEILING. BOTTOM OF FIXTURE NOT TO BE LESS THEN 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.

MULTIPURPOSE ROOM - REFLECTED CEILING PLAN | 3/16" = 1'-0" | 1 | **RCP LEGEND**

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18311 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC_____ FLS_____ SS_____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
29	BULLETIN #29	8/13/18

DATE ISSUED: APR. 08, 2016
PROJECT NO: 1340159-Bldg 2
SCALE: As indicated

SHEET NUMBER: A2-11.3

SHEET TITLE:

MPR - BUILDING 2 - REFLECTED CEILING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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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	-	

29 29 29 29 29 29 29 29 29 29 29

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 TACKABLE 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 STUCTURE (SEE GENERAL NOTE #1)
- GB GYPSUM BOARD
- TP TECTUM PANELS
- SS PREFABRICATED STAINLESS STEEL
- ACT3 WASHABLE ACOUSTICAL CEILING TILE - TYPE 1 (24" X 48") 29

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

INTERIOR FINISH LEGEND

1. SEE REFLECTED CEILING PLAN FOR MORE INFORMATION AND LAYOUT DETAILS ON GYPSUM BOARD AND ACT CEILING MATERIAL.

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

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SINCOV No. C-18011 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

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

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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ELM STREET ELEMENTARY

TYPE	DESCRIPTION	FINISH	LAMP(S)	DRIVER	WATTAGE	VOLTS	MANUFACTURER & PART NUMBER	REMARKS
G1E	1X4 RECESSED FLANGE TYPE FOOD PROCESSING NSF LISTED CLASS1 CLEANROOM - STAINLESS STEEL HOUSING AND DOOR	WHITE	1-67W LED	0 - 10V DIMMING	67		KENALL - CSEDO-1467L40K-DCC-DV-XF-XH-LEL	RECESSED FLANGED TYPE
HB	VAPORTITE ELEVATOR PIT LIGHT WITH CAGE	WHITE	1-14W LED	0 - 10V DIMMING	14		LDP1 - LEVP-14-U-53-G1-W	SURFACE WALL ELEVATOR PIT MISC
H1	HIGH LUMEN LED PENDANT WITH WIRE GUARD CRI 85 OR HIGHER 100 DEGREE DISTRIBUTION DIFFUSER LENS	WHITE	1-160W LED	0 - 10V DIMMING	160		SPECGRADE - HBF-150W-PM-150-NW-STD-WH-WG-DIM-CL CONTRACTOR TO VERIFY LENGTH OF PENDANT PRIOR TO ORDERING EMERGENCY ON INVERTER	PENDANT MULTIPURPOSE
J	LOW PROFILE LED DOWNLIGHT 2000 LUMENS PENDANT TY	WHITE	1-23W LED	0 - 10V DIMMING	23		LITHONIA - LDN6-40/20-L06AR-LD-120-EZ1-NPS80EZ	RECESSED SERVING AREA
JE	LOW PROFILE LED DOWNLIGHT 2000 LUMENS PENDANT TY	WHITE	1 - 23W LED	0 - 10V DIMMING	23		LITHONIA - LDN6-40/20-L06AR-LD-120-EZ1-ELR-NPS80EZ	RECESSED SERVING AREA
K1	4" RECESSED LED DOWNLIGHT SPECIFICATION GRADE CUTOFF TYPE	COMFORT CLEAR	1-13W LED	0 - 10V DIMMING	13		LITHONIA - LDN4-40/10-L04AR-LD-120-EZ1-NPS80EZ	RECESSED RESTROOMS CLASSROOM LIBRARY / LOBBY
K1E	4" RECESSED LED DOWNLIGHT SPECIFICATION GRADE CUTOFF TYPE	COMFORT CLEAR	1-13W LED	0 - 10V DIMMING	13		LITHONIA - LDN4-40/10-L04AR-LD-120-EZ1-NPS80EZER	RECESSED RESTROOMS CLASSROOM LIBRARY / LOBBY
K2	4" RECESSED LED DOWNLIGHT SPECIFICATION GRADE CUTOFF TYPE	COMFORT CLEAR	1-9W LED	0 - 10V DIMMING	9		LITHONIA - LDN4 40/05-L04AR-LD-120-EZ1-NPS80EZ	RECESSED RESTROOMS ENTRY DOOR
K2E	4" RECESSED LED DOWNLIGHT SPECIFICATION GRADE CUTOFF TYPE	COMFORT CLEAR	1-9W LED	0 - 10V DIMMING	9		LITHONIA - LDN4 40/05-L04AR-LD-120-EZ1-NPS80EZER	RECESSED RESTROOMS ENTRY DOOR
L3	6" DIAMETER LED CYLINDER WET LISTED PENDANT WIDE DISTRIBUTION	ALUMINUM PAINT	1-18.5W LED	0 - 10V DIMMING	18.5		GOTHAM - EVO-CYL-40/15-6AR-WD-LD-120-EZ1-PM-NPS80EZ-DNA EMERGENCY ON INVERTER	PENDANT CORRIDOR CANOPY
N1B	LED FULL CUTOFF WALL SCONCE DIE CAST ALUMINUM HOUSING	ALUMINUM PAINT	1 - 26W LED	0 - 10V DIMMING	26		LITHONIA - DSXW1-LED-10C-700-40K-T4M-MVOLT-DMG-DNAXD	SURFACE EXTERIOR WALL
N2B	LED FULL CUTOFF WALL SCONCE DIE CAST ALUMINUM HOUSING	ALUMINUM PAINT	1-26W LED	0 - 10V DIMMING	26		LITHONIA - DSXW1-LED-10C-700-40K-T2M-MVOLT-DMG	SURFACE EXTERIOR WALL
N3B	LED FULL CUTOFF WALL SCONCE DIE CAST ALUMINUM HOUSING	ALUMINUM PAINT	1 - 26W LED	0 - 10V DIMMING	26		LITHONIA - DSXW1-LED-10C-700-40K-T3M-MVOLT-DMG-DNAXD	SURFACE EXTERIOR WALL
Y1	PARKING LOT LED HIGH PERFORMANCE TOOLESS ENTRY OPTION	ALUMINUM PAINT	1-192W LED	0 - 10V DIMMING	192		LITHONIA - KAX1-LED-P2-40K-R4-MVOLT-SPA-DNAXD SSA-25-50-DM28AS-DNAXD	PARKING AND OTHER GROUNDS
Y2	PARKING LOT LED HIGH PERFORMANCE TOOLESS ENTRY OPTION	ALUMINUM PAINT	1-96W LED	0 - 10V DIMMING	96		LITHONIA - KAX1-LED-P2-40K-R3-MVOLT-SPA-DNAXD SSA-25-50-DM28AS-DNAXD	PARKING AND OTHER GROUNDS
Y4	PARKING LOT LED HIGH PERFORMANCE TOOLESS ENTRY OPTION	ALUMINUM PAINT	1-96W LED	0 - 10V DIMMING	96		LITHONIA - KAX1-LED-P2-40K-R4-MVOLT-SPA-DNAXD SSA-25-50-DM28AS-DNAXD	PARKING AND OTHER GROUNDS

ELM STREET ELEMENTARY

TYPE	DESCRIPTION	FINISH	LAMP(S)	DRIVER	WATTAGE	VOLTS	MANUFACTURER & PART NUMBER	REMARKS
B	2X2 RECESSED LED TROFFER WITH DUAL SOFT WHITE LOW GLARE OPAL LENS	WHITE	1-35W LED	0 - 10V DIMMING	35		LITHONIA - 2ALL2-40L-EZ1-LP840-N100	RECESSED CLASSROOM OFFICES ADMIN
BE	2X2 RECESSED LED TROFFER WITH DUAL SOFT WHITE LOW GLARE OPAL LENS WITH BATTERY PACK	WHITE	1-35W LED	0 - 10V DIMMING	35		LITHONIA - 2ALL2-40L-EZ1-EL14L-LP840-N100	RECESSED CLASSROOM OFFICES ADMIN
B1	2X2 RECESSED LED TROFFER WITH DUAL SOFT WHITE LOW GLARE OPAL LENS	WHITE	1-35W LED	0 - 10V DIMMING	35		LITHONIA - 2ALL2-40L-EZ1-LP840-N100	RECESSED WORK STATIONS
B1E	2X2 RECESSED LED TROFFER WITH DUAL SOFT WHITE LOW GLARE OPAL LENS WITH BATTERY PACK	WHITE	1-35W LED	0 - 10V DIMMING	35		LITHONIA - 2ALL2-40L-EZ1-EL14L-LP840-N100	RECESSED WORK STATIONS
C1	INDUSTRIAL STRIP LIGHT WITH WIRE GUARDS	WHITE	1-54W LED	0 - 10V DIMMING	54		LITHONIA - IBG-2ft 8000LM SEF GND AFL 40K 80CRI	SURFACE
C1E	INDUSTRIAL STRIP LIGHT WITH WIRE GUARDS	WHITE	1-54W LED	0 - 10V DIMMING	54		LITHONIA - IBG-2ft 8000LM SEF GND AFL 40K 80CRI	SURFACE
C2	INDUSTRIAL STRIP LIGHT WITH WIRE GUARDS	WHITE	1-25W LED	0 - 10V DIMMING	25		LITHONIA - ZL1N-L48-3000LM-FST-MVOLT-40K-80CRI-WH-WGZ48	SURFACE
C3	INDUSTRIAL STRIP LIGHT WITH WIRE GUARDS	WHITE	1-77W LED	0 - 10V DIMMING	77		LITHONIA - IBG 2ft 12000LM SEF GND AFL 40K 80CRI	SURFACE
E1	4FT VANDAL RESISTANT WRAP WITH TP HARDWARE AND WHITE POLYCARBONATE LENS	WHITE	1-50W LED	0 - 10V DIMMING	50		KENALL - MLHA8-48-R-MW-PP-45L-40K-DV	SURFACE RESTROOMS
29 E2	2X4 RECESSED FLANGE TYPE FOOD PROCESSING NSF LISTED SPLASH ZONE 2	WHITE	1-21.5 LED	0 - 10V DIMMING	21.5		LITHONIA - 2VRTL L48 3000LM AFL 40K 80CR	RECESSED FLANGED TYPE
E1E	4FT VANDAL RESISTANT WRAP WITH TP HARDWARE AND WHITE POLYCARBONATE LENS WITH BATTERY PACK	WHITE	1-50W LED	0 - 10V DIMMING	50		KENALL - MLHA8-48-R-MW-PP-45L-40K-DV-EL	SURFACE RESTROOMS
EX1	DIE CAST ALUMINUM EXIT SIGN POLYCARBONATE FACTEPLATE AND TAMPER RESISTANT SCREWS	WHITE	1-2W LED		2		LITHONIA - LE-S-W-1G-X2-VR	MISC
EX2	SAME AS EX1 BUT MASTER REMOTE LOW LEVEL	WHITE	1-2W LED GREEN		2		LITHONIA - LE-S-W-1G-X2-VR	MISC
F	2X4 RECESSED TROFFER WITH .156 THICK LENS	WHITE	1-31W LED	0 - 10V DIMMING	31		LITHONIA - 2GTL-4-40L-A19-EZ1-LP840-N100	RECESSED
G	1X4 RECESSED FLANGE TYPE FOOD PROCESSING NSF LISTED CLASS1 CLEANROOM - STAINLESS STEEL HOUSING AND DOOR	WHITE	1-49W LED	0 - 10V DIMMING	49		KENALL - CSEDO-14-45L40K-DCC-DV-XF-XH-SYM	RECESSED FLANGED TYPE
GE	1X4 RECESSED FLANGE TYPE FOOD PROCESSING NSF LISTED CLASS1 CLEANROOM - STAINLESS STEEL HOUSING AND DOOR	WHITE	1-49W LED	0 - 10V DIMMING	49		KENALL - CSEDO-14-45L40K-DCC-DV-XF-XH-LEL	RECESSED FLANGED TYPE
G1	1X4 RECESSED FLANGE TYPE FOOD PROCESSING NSF LISTED CLASS1 CLEANROOM - STAINLESS STEEL HOUSING AND DOOR	WHITE	1-67W LED	0 - 10V DIMMING	67		KENALL - CSEDO-14-67L40K-DCC-DV-XF-XH	RECESSED FLANGED TYPE
29 G2	2X4 RECESSED FLANGE TYPE FOOD PROCESSING NSF LISTED SPLASH ZONE 2 CLEANROOM - STAINLESS STEEL HOUSING AND DOOR	WHITE	1-38.7W LED	0 - 10V DIMMING	38.7		LITHONIA - 2VRTL L48 5000LM AFL 40K 80CRIFPA	RECESSED FLANGED TYPE

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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DIVISION OF THE STATE ARCHITECT
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" = 1'-0"

SHEET NUMBER: E-0.5

SHEET TITLE:

LIGHT FIXTURE SCHEDULE

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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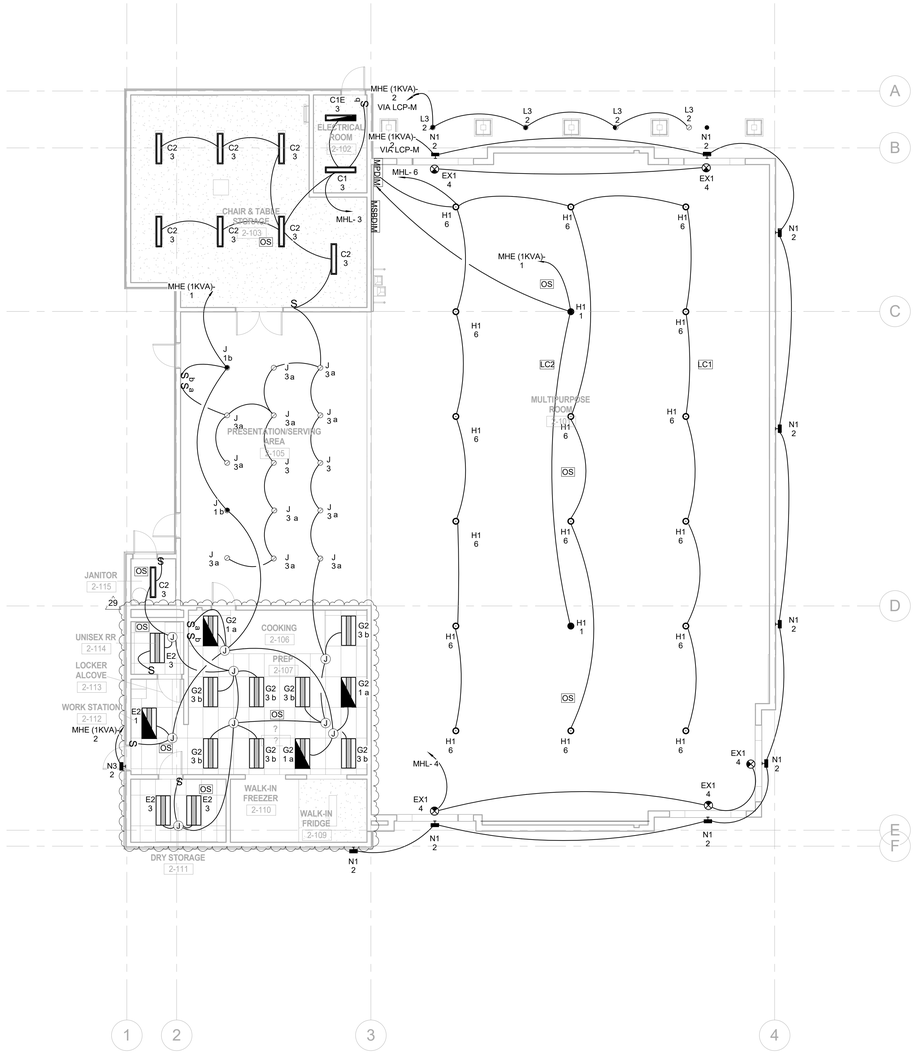

1 LIGHTING PLAN
1/8" = 1'-0"

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
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DATE _____

REVISIONS:

	DESCRIPTION	DATE
29	Bulletin #29	08/09/2018
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DATE ISSUED: Mar. 06, 2015

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: E2-2.1L

SHEET TITLE:

MULTI-PURPOSE LIGHTING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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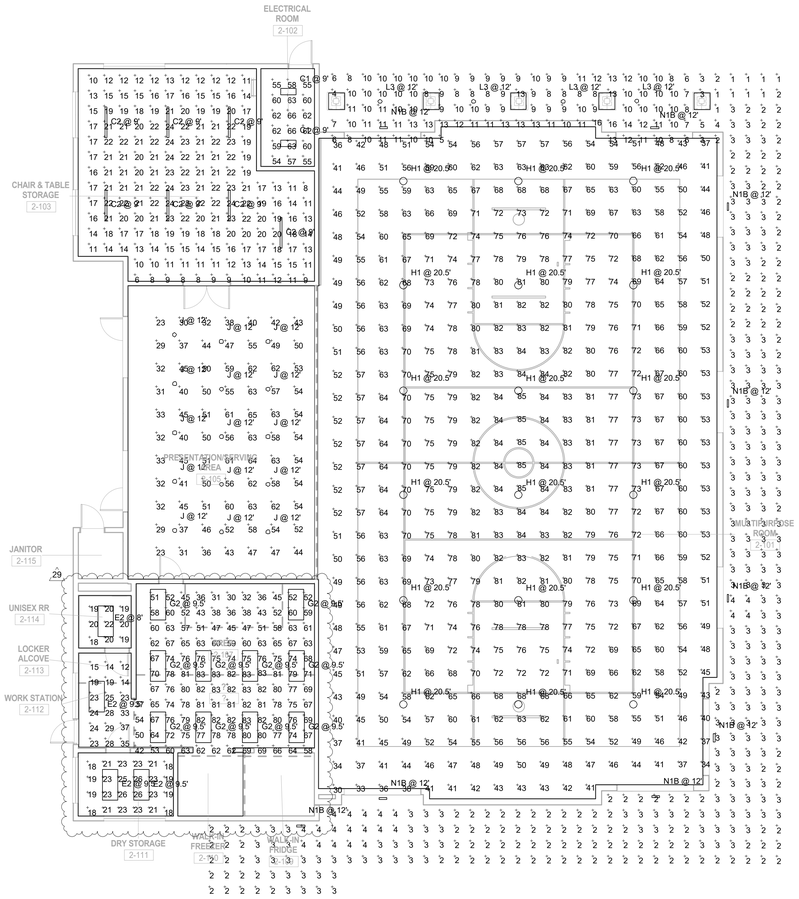

1 LIGHTING CALC NORMAL
1/8" = 1'-0"

Schedule

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 Diffuser 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"	MLHA8-48-R-MW-PP-1-45L40K-DCV	LED: QTY: 144, Nichia 757D, 4000K, 80 CRI	144	E1_MLHA8-48-F-MW-CP-1-45L40K-DCC-1-DV.ies	39	0.85	50.026
	E2	4	Lithonia Lighting	2WRTL 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-14-45L40K-DCC-DV-XF-xH-SYM	CSEDO-14 Series	KENALL	144	G_CSEDO-14-45L40K-DCC-DV-2F-2H-SYM.ies	36	0.9	49
	G1	0	KENALL	CSEDO-14-67L40K-DCC-DV-xF-xH-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 FPA	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	21559	0.9	159.4
	J	15	Lithonia Lighting	LDN6 40/20 L06AR LD	6IN LDN, 4000K, 2000LM, 80CRI, CLEAR, MATTE DIFFUSE REFLECTOR	LED	1	J_LDN6_40_20_L06AR_LD.ies	1763	0.9	22.61
	L3	4	Gotham Architectural Lighting	EVO CYL 40/15 6AR WD LS	4000K, 1500LM,CRI80, 6IN CLEAR, WIDE DIST, SPECULAR	LED	1	L3_EVO_CYL_40_15_6AR_WD_LS.ies	1679	0.9	18.5

Statistics

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	+	60 fc	66 fc	54 fc	1.2:1	1.1:1
2-103	+	17 fc	24 fc	6 fc	4.0:1	2.8:1
2-105@WP	+	48 fc	65 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	1 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

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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"

SHEET NUMBER: E2-2.1LC

SHEET TITLE:

MULTI-PURPOSE LIGHTING CALC NORMAL

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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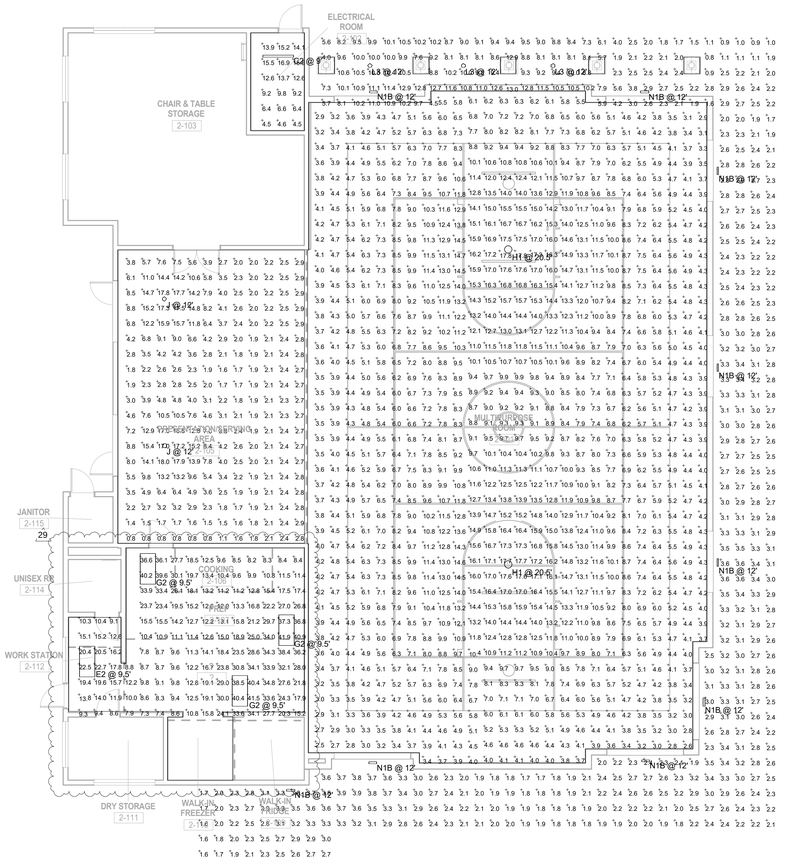

1 LIGHTING CALC EGRESS
1/8" = 1'-0"

Schedule

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 80 CRI	ZL1N 48" 3,000 Lumens Frosted Diffuser MVOLT 4,000 K 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	SPECGRADELED	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 40/20 L06AR LD	6IN LDN, 4000K, 2000LM, 80CRI, CLEAR, MATTE DIFFUSE REFLECTOR	LED	1	J_LDN6_40_20_L06AR_LD.ies	1763	0.9	22.61
	L3	3	Gotham Architectural Lighting	EVO CYL 40/15 6AR WD LS	4000K, 1500LM, CRI80, 6IN CLEAR, WIDE DIST, SPECULAR	LED	1	L3_EVO_CYL_40_15_6AR_WD_LS.ies	1679	0.9	18.5

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
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
2-105	+	4.8 fc	19.4 fc	0.8 fc	22.6:1	6.1:1
2-106	+	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

1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMPSON No. C-15651 Exp. 31, 2015 STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER ROSHANIAN No. HBF 0 ELECTRICAL STATE OF CALIFORNIA

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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"

SHEET NUMBER: E2-2.1LCE

SHEET TITLE: MULTI-PURPOSE LIGHTING CALC EGRESS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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Branch Panel: MH

Location: ELECTRICAL ROOM 2-102
Supply From: MS
Mounting: Surface
Enclosure: Type 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 225 A
MCB Rating: 225 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	MHL	100 A	3	710 VA 21495 VA			3	150 A	MHM	2
3	--	--	--		1714 VA 21495 VA		--	--	--	4
5	--	--	--			1003 VA 21495 VA	--	--	--	6
7	TR-M	125 A	3	31140 VA						8
9	--	--	--		26665 VA					10
11	--	--	--			26577 VA				12
13										14
15										16
17										18
19										20
21										22
23										24
25										26
27										28
29										30
31										32
33										34
35										36
37										38
39										40
41										42
		Total Load:		53346 VA	49874 VA	49075 VA				
		Total Amps:		193 A	180 A	177 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	70145 VA	100.00%	70145 VA		
Kitchen Equipment - Non-Dwelling Unit	14966 VA	65.00%	9728 VA	**Total Conn. Load:**	152321 VA
Lighting	3155 VA	125.00%	3944 VA	**Total Est. Demand:**	125668 VA
Other	3443 VA	100.00%	3443 VA	**Total Conn.:**	183 A
Power	20684 VA	65.00%	13445 VA	**Total Est. Demand:**	151 A
Receptacle	39929 VA	62.52%	24964 VA		

Notes:

Branch Panel: MHM

Location: ELECTRICAL ROOM 2-102
Supply From: MH
Mounting: Surface
Enclosure: Type 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 225 A
MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	AC-2	25 A	3	3767 VA 1330 VA			3	20 A	LIFT STATION CONTROL PANEL (1)	2
3	--	--	--		3767 VA 1330 VA		--	--	--	4
5	--	--	--			3767 VA 1330 VA	--	--	--	6
7	AC-3	45 A	3	8199 VA						8
9	--	--	--		8199 VA					10
11	--	--	--			8199 VA				12
13	AC-4	45 A	3	8199 VA						14
15	--	--	--		8199 VA					16
17	--	--	--			8199 VA				18
19										20
21										22
23										24
25										26
27										28
29										30
31										32
33										34
35										36
37										38
39										40
41										42
		Total Load:		21495 VA	21495 VA	21495 VA				
		Total Amps:		78 A	78 A	78 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	60497 VA	100.00%	60497 VA		
Receptacle	3989 VA	100.00%	3989 VA	**Total Conn. Load:**	64486 VA
				Total Est. Demand:	64486 VA
				Total Conn.:	78 A
				Total Est. Demand:	78 A

Notes:
(1) REFER TO SHEET E-1.2 FOR LOCATION OF LIFT STATION CONTROL PANEL.

Branch Panel: MHL

Location: ELECTRICAL ROOM 2-102
Supply From: MH
Mounting: Surface
Enclosure: Type 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 125 A
MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	MHE	25 A	1	632 VA	81 VA		1	20 A	EXTERIOR LIGHTING	2
3	KITCHEN, PRESENTATION, STOR, LTG	20 A	1		1680 VA	35 VA	1	20 A	EXIT SIGN	4
5						1003 VA	1	20 A	GYMNASIUM LIGHTING	6
7										8
9										10
11										12
13										14
15										16
17										18
19										20
21										22
23										24
25										26
27										28
29										30
31										32
33										34
35										36
37										38
39										40
41										42
		Total Load:		713 VA	1715 VA	1003 VA				
		Total Amps:		3 A	6 A	4 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting	3155 VA	125.00%	3944 VA		
Other	299 VA	100.00%	299 VA	**Total Conn. Load:**	3454 VA
				Total Est. Demand:	4243 VA
				Total Conn.:	4 A
				Total Est. Demand:	5 A

Notes:

INVERTER: MHE (1KVA)

Location: ELECTRICAL ROOM 2-102
Supply From: MHL
Mounting: Surface
Enclosure:

Volts: 277 Single
Phases: 1
Wires: 2

A.I.C. Rating:
Mains Type:
Mains Rating: 25 A
MCB Rating: 25 A

Notes:

CKT	Circuit Description	# of Poles	Frame Size	Trip Rating	Load	Remarks
1	GYMNASIUM EMER LIGHTING	1	20 A	20 A	307 VA	
2	EXTERIOR BUILDING EMER LIGHTING	1	20 A	20 A	325 VA	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				Total Conn. Load:	636 VA	
				Total Amps:	2 A	

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting	337 VA	125.00%	421 VA		
Other	299 VA	100.00%	299 VA	**Total Conn. Load:**	636 VA
				Total Est. Demand:	720 VA
				Total Conn.:	2 A
				Total Est. Demand:	3 A

Notes:

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

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
2	BULLETIN #3.1	05/11/17
29	Bulletin #29	08/09/2018

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE:

SHEET NUMBER: E2-5.1

SHEET TITLE:

MULTI-PURPOSE PANEL SCHEDULE

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 477

Project: Elm Elementary School Reconstruction Project

Date: 07-18-18
Discipline: Architectural

Subject: Washable ceiling tile in kitchen area of MPR bldg

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-2.1.1		

QUESTION

Per the conversation during OAC meeting 07/17/2018, the ceiling in kitchen will no longer be a hard lid ceiling, but a T-bar ceiling with washable ceiling tile. Please confirm.

ANSWER

Confirmed to change to a T-bar ceiling with washable ceiling tiles. Refer to Bulletin #29 for ceiling revisions.
Tom Bardwell
SVA Architects 8/13/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	8/13/2018
Precision Plumbing-Mechanical	Daniel Bascom	8/13/2018
Cali USA Acoustics Inc	Diego Velasquez	8/13/2018
Sheldon Mechanical Corp	Dillion Boute	8/13/2018
Kamran and Company Inc	Kamran Amiri	8/13/2018
Taft Electric Co	Matt Gobuty	8/13/2018

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.: 477

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 07-18-18
Discipline: Architectural

Subject: Washable ceiling tile in kitchen area of MPR bldg

Response Requested By: 07-25-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-2.1.1		

QUESTION

Per the conversation during OAC meeting 07/17/2018, the ceiling in kitchen will no longer be a hard lid ceiling, but a T-bar ceiling with washable ceiling tile. Please confirm.

ANSWER

Confirmed to change to a T-bar ceiling with washable ceiling tiles.
Refer to Bulletin #29 for ceiling revisions.

Response Provided By:	Tom Bardwell	SVA Architects	8/13/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 335 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/7/2018

DESCRIPTION OF WORK

Adv Landscape RFI 359

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to change originally specified irrigation controller. Reason: Originally specified controller was not an outdoor rated model. Requested By: SVA Architects Ref: RFI 359	Advanced Landscape 2000 Inc	2,179
	Subtotal:	2,179
Contractual Costs		
Overhead 15%		327
	Subtotal:	327
	Total Change Order Request Amount:	**2,506**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Request for Change

Advanced Landscape 2000

5900 Canoga Ave. Suite 280
Woodland Hills, CA 91367

RFC Number: 1
Date: 06/27/2018

Regarding:
Add Enclosure to Controller

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: Per RFIR - Confirming RFI on Auto Controller	**Change to Contract**
Material	$ 1895.00
15%	$ 284.25

RFC Total	**$ 2179.25**

Please respond by: 07/31/2018

Rona Ross
Advanced Landscape 2000

Gina Sierra
Bernard Brothers Construction

SiteOne Green Tech

WeatherTRAK Controller Assemblies

"Technology Solutions for the Green Industry"
greentech.siteone.com for online configuration.

Visit

CA CONTROLLER ASSEMBLY – Two way Central communicating web based controllers

WT1	**WeatherTRAK LC Series**	'Two way Comm '	(6,9,12,18,stations)
WT3	**WeatherTRAK ET Pro^{3}Central**	'Two-Way Comm.'	(12,18,24,30,36,42,48,72,96)
WT3	**WeatherTRAK ETPro3 Central2wire**	'Two-Way Comm '	(48TW and 96TW station 2wire)

UL APPROVED ENCLOSURES – VIT Strong Box

CODE	MODEL	DIMENSIONS	TYPE
1	SB-18SS	18"w x 36"h x 12"d	Front Entry
2	SB-18DSS	18"w x 36"h x 24"d	Front & Rear Door
3	SB-24SS	24"w x 36"h x 12"d	Front Entry
4	SB-24DSS	24"w x 36"h x 24"d	Front & Rear Door
5	MPE-A16-10K	18"w x 52"h x 32"d	Meter & Companion Enclosure
6	SB-16SS	16"w x 38"h x 15.5"d	Top Entry
7	SB-22SS	24"w x 38"h x 17"d	Top Entry
8	SB-36SS	36"w x 36"h x 12"d	Double Front Entry
10	BB-18SS	16"w x 32"h	Backboard (SB-18SS)
11	BB-24SS	22"w x 32"h	Backboard (SB-24SS)
12	LD-16SW	16.75"w x 30"h x 8.25"d	Light Duty Wall Mount
13	LD-16S	16.75"w x 30"h x 8.25"d	Light Duty Front Entry
14	LD-18SW	18"w x 18"h x 8"d	Light Duty Wall Mount
15	LD-16STS	16.75"w x 36"h x 12"d	Light Duty Top Entry
16	SB-18SSW	18"w x 36"h x 12"d	Front Entry Wall Mount
17	SB-24SSW	24"w x 36"h x 12"d	Front Entry Wall Mount

EXAMPLE PART NUMBER

CA6-WT3-48/ - Controller Assembly; 16" Top Entry, Strong Box stainless steel enclosure with a 48 station Weather Trak ET Pro^3 Central controller.

CA5-WT3-TW96/- Controller Assembly: metered pedestal , Strong Box MPE stainless steel metered enclosure with a 96 station 2wire Weather Trak ETPro3 Central Controller.

Tel: 949-455-7465 • 800-427-0779 • Fax: 949-455-7492

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 359

Project: Elm Elementary School Reconstruction Project

Date: 02-14-18
Discipline: Landscape

Subject: Confriming RFI on Auto Controller

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
L101		

QUESTION

Ref. L101

Please confirm that the Auto Controller is to be mounted on the sotth wall inside the Elec Enclosure.

ANSWER

Confirmed, Auto controller to be located on the south wall inside the Electrical Enclosure. Auto controller specified is not an outside unit, provide Auto Controller specified to be installed outside.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Advanced Landscape 2000 Inc	Rona Ross	3/8/2018

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 359

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-14-18
Discipline: Landscape

Subject: Confriming RFI on Auto Controller

Response Requested By: 02-21-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
L101		

QUESTION

Ref. L101

Please confirm that the Auto Controller is to be mounted on the sotth wall inside the Elec Enclosure.

ANSWER

Confirmed, Auto controller to be located on the south wall inside the Electrical Enclosure. Auto controller specified is not an outside unit, provide Auto Controller specified to be installed outside.

Response Provided By:	Tom Bardwell	SVA Architects	3/6/18
	Name	Company	Date

Question Initiated By: Gina Sierra - Bernards
Submitted By: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 339 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/8/2018

DESCRIPTION OF WORK

Cali USA Presentation Room Fire Rated Drywall Grid System

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add Chicago Metallic 650 Stab fire rated drywall grid system at the Presentation Room Ceiling. Reason: Added in Bulletin 30 Requested By: SVA Architects Ref: Bulletin 30	Cali USA Acoustics Inc	6,942
	Subtotal:	6,942
Contractual Costs		
Overhead 15%		1,041
	Subtotal:	1,041
	Total Change Order Request Amount:	**7,983**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

CALI U.S.A. ACOUSTICS, INC. **4 REVISED**

1111 RANCHO CONEJO BLVD, SUITE #501 ; THOUSAND OAKS ,CA 91320
PHONE(805)376-9300, Fax (805)376-9306

Date: **6-Sep-18**

To: **BERNARD BROTHERS**
555 FIRST STREET
SAN FERNANDO , CA 91340
ATTN: **MR.ALEX RIVERA**

Project: **ELM E.SCHOOL**
Address **450 E.ELM STREET**
OXNARD , CA 93033

The following change from the original contract is hereby authorized:

PER BULLETIN #30
LABOR & MATERIAL TO INSTALL A CHICAGO METALLIC 650 STAB FIRE RATED DRYWALL GRID SYSTEM AT THE PRESENTATION ROOM CEILING 223

MATERIALS:	1)	912 SQFT.OF T-BAR CHICAGO 650 FOR TECTUM BACKING	$1,800.00
	2)	WIRES TO SUPPORT CEILING =300 PIECES	$300.00
	3)	12 COMPRESSION POST METAL STUD	$150.00
	4)	4" FLAT STRAPS, AT ALL THE CEILING TECTUM PANEL JOINTSAPROX. 800 LFT	$890.00
	5)	PERIMETER WALL ANGLE APROX,150 LFT	$170.00
LABOR:	40 HOURS X $78.96		$3,158.40
	PLUS 15% OVERHEAD & PROFIT		$474.00
TOTAL PRICE			**$6,942.40**

EXCLUDES : 8 CEILING ACCESS HATCHES .(TO BE DONE BY OTHERS)

NOTE: THIS IS THE BACKING FOR THE 2'X4'X2"THICK TECTUM WHITE BEFORE THE TECTUM WAS GOING TO BE APPLY DIRECT INTO THE FRAMING

This change order represents a supplementary agreement between the Contractor and the Subcontractor. ther therms and conditions of the original Subcontract agreement shall apply to this change order.

Cali U.S.A Acoustics, Inc.
Subcontractor

By_____
Diego Velasquez, President

_____
Contractor

By_____

After July 1/18

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor: Cali USA Acoustics, Inc.
Date: 9/21/2018
Project: ELM ES
Rate Effective Through: June 30, 2019

Trade: Acoustical Ceilings
Classification: 5020

Union : [x] **Non Union:** [ ]

	JOURNEYMAN Straight Time	JOURNEYMAN Time & 1/2	JOURNEYMAN Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 42.41	$ 63.62	$ 84.82
Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
Hourly Taxable Wage Costs Subtotal	**$ 48.60**	**$ 69.81**	**$ 91.01**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 3.01	$ 4.33	$ 5.64
Medicare	$ 0.70	$ 1.01	$ 1.32
FUI	$ 0.39	$ 0.56	$ 0.73
SUI	$ 3.01	$ 4.33	$ 5.64
Workers Compensation Insurance	$ 10.27	$ 14.76	$ 19.24
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 17.38**	**$ 24.99**	**$ 32.57**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
Training (or equivalent)	$ 0.57	$ 0.57	$ 0.57
Hourly Benefits Subtotal	**$ 12.98**	**$ 12.98**	**$ 12.98**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 78.96**	**$ 107.77**	**$ 136.56**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

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 # 30 Narrative

Revision: 09/05/2018

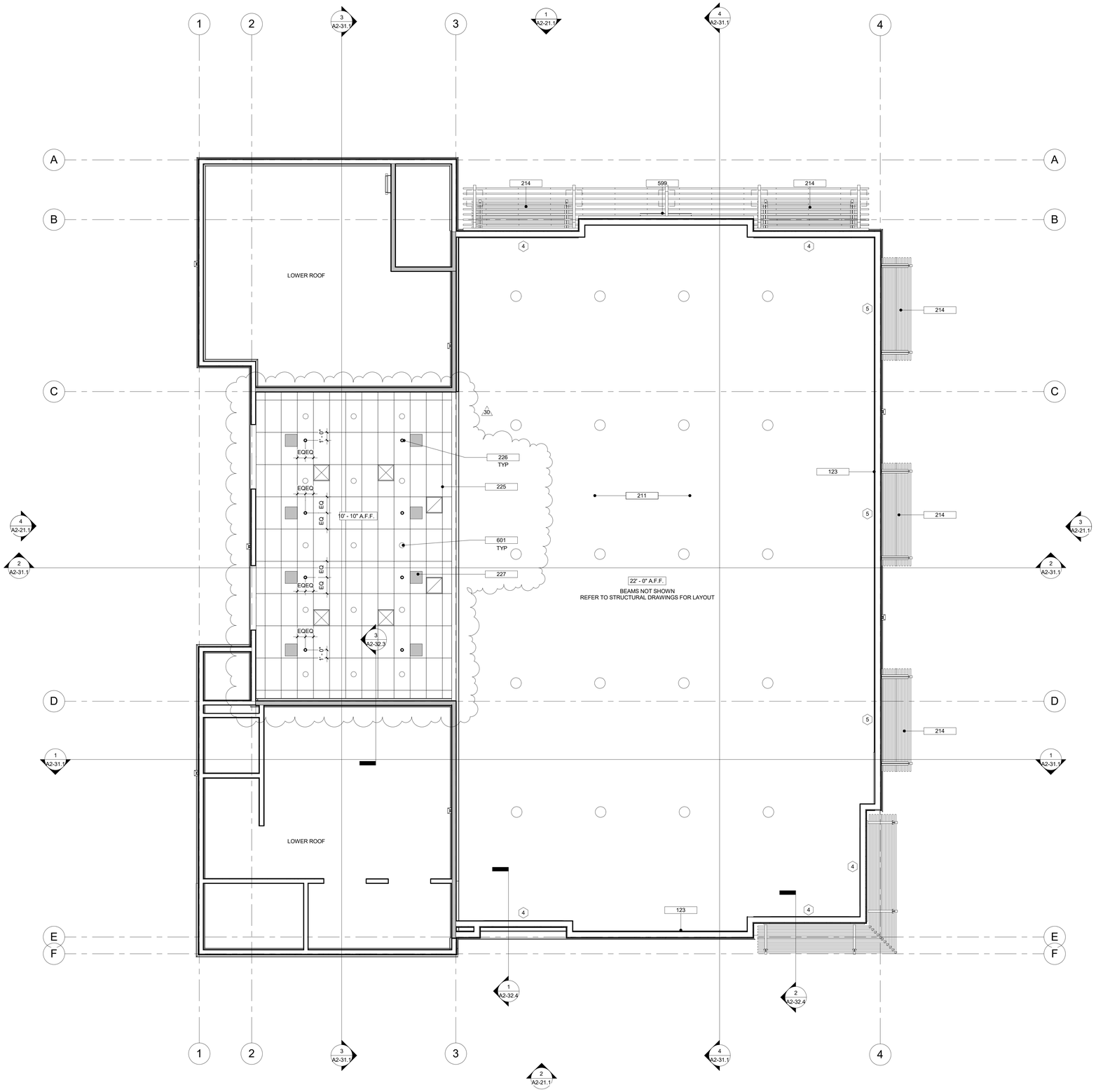
*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or 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

<u>Drawings</u>
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



?	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

30

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
- LCD — CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
- SP — A/V SYSTEM SPEAKER CEILING MOUNTED
- S — RECESSED CEILING INTERCOM SPEAKER
- SECURITY SENSOR CEILING MOUNTED
- WALL MOUNTED FIRE ALARM EQUIPMENT
- S — CEILING MOUNTED SMOKE DETECTOR
- LIGHT FIXTURE, WALL WASHER
- LIGHT FIXTURE, PENDANT, SUSPEND 24" FROM CEILING. BOTTOM OF FIXTURE NOT TO BE LESS THEN 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 A2-53.1FOR INTERIOR FINISH LEGEND
8. ALL DUCTS SHALL BE PAINTED COLOR P-3, FLAT BLACK.

* REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EMERGENCY LIGHTING.

MULTIPURPOSE ROOM - UPPER REFLECTED CEILING PLAN | 3/16" = 1'-0" | 1

RCP LEGEND

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SINCOV No. C-18311 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC_____ FLS_____ SS_____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
30	BULLETIN #30	9/05/18

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

SVA ARCHITECTS
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T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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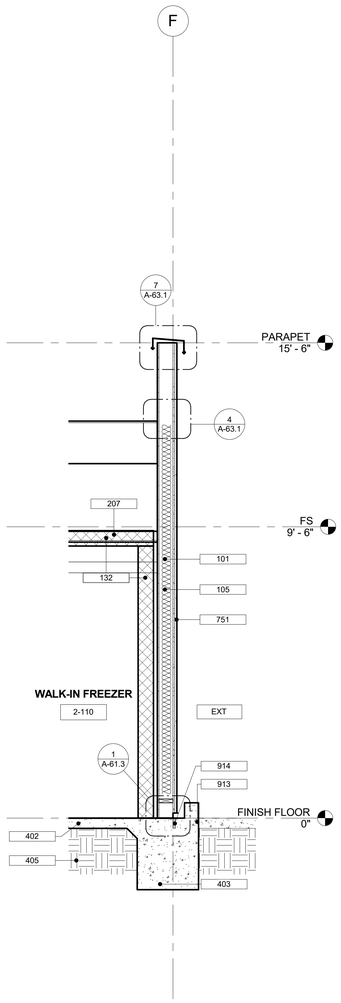
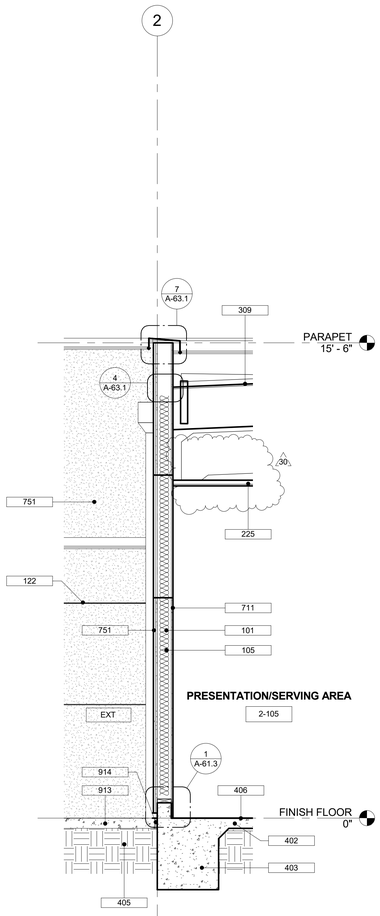
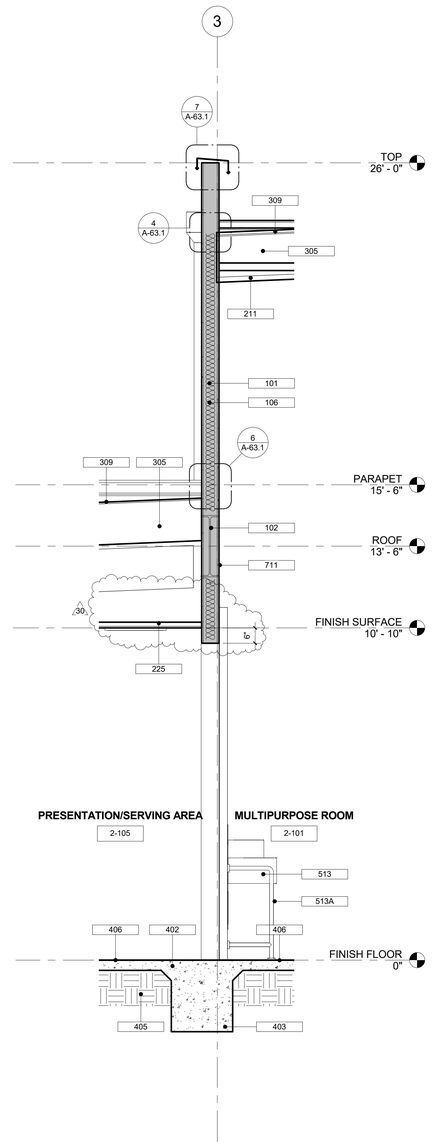


WALL SECTION 6 | 1/2" = 1'-0" | 3



WALL SECTION 5 | 1/2" = 1'-0" | 2



WALL SECTION 4 | 1/2" = 1'-0" | 1

?	DESCRIPTION
101	FRAMING PER STRUCTURAL DRAWINGS
102	STRUCTURAL MEMBERS PER STRUCTURAL DRAWINGS
105	R-19 THERMAL INSULATION
106	ACOUSTICAL INSULATION
122	ONE-PIECE PLASTER CONTROL JOINT
132	FREEZER WALLS AND ROOF PER SPECIFICATIONS
207	CEILING FRAMING, REFER TO 1/A-64.2
211	2" TECTUM CEILING PANELS PER SPECIFICATIONS. ATTACH PER DETAIL 2/A-64.2
225	SUSPENDED TECTUM CEILING. REFER TO DETAILS 3 & 4/A-64.2
305	STRUCTURAL ROOF FRAMING, SEE STRUCTURAL DRAWINGS
309	CLASS 'B' MIN, TPO ROOFING OVER PLYWOOD SHEATHING
402	SLAB ON GRADE PER STRUCTURAL DRAWINGS
403	FOOTING PER STRUCTURAL DRAWINGS
405	COMPACT SOIL PER GEOTECHNICAL REPORT
406	FINISH FLOOR PER FINISH SCHEDULE
513	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN WITH BOTTLE FILLING STATION PER PLUMBING DRAWINGS AND 6/GEN-4
513A	CANE RAIL PER 11/GEN-5
711	PAINTED GYPSUM BOARD
751	EXTERIOR PORTLAND CEMENT PLASTER OVER METAL LATH OVER WEATHER-RESISTIVE BARRIER (TEXTURED FINISH)
913	CONCRETE PAVING PER CIVIL DRAWINGS
914	ELASTOMERIC SEALANT OVER EXPANSION JOINT FILLER

KEYNOTES

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMONS
No. C-18301
JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

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REVISIONS:

	DESCRIPTION	DATE
30	BULLETIN #30	9/05/18

DATE ISSUED: APR. 08, 2016

PROJECT NO: 1340159-Bldg 2

SCALE: As indicated

SHEET NUMBER: A2-32.2

SHEET TITLE:

MPR - BUILDING 2 - WALL SECTIONS

SVA ARCHITECTS

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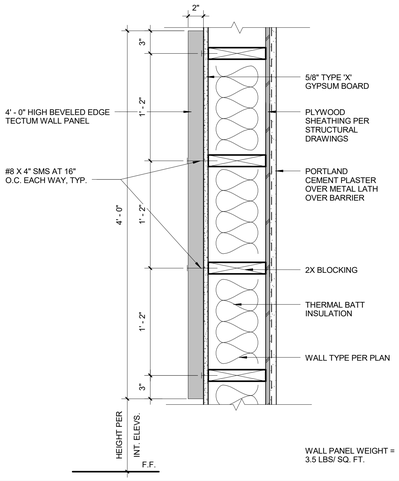
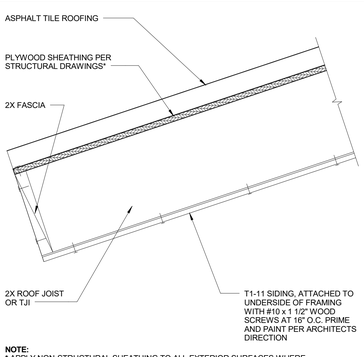
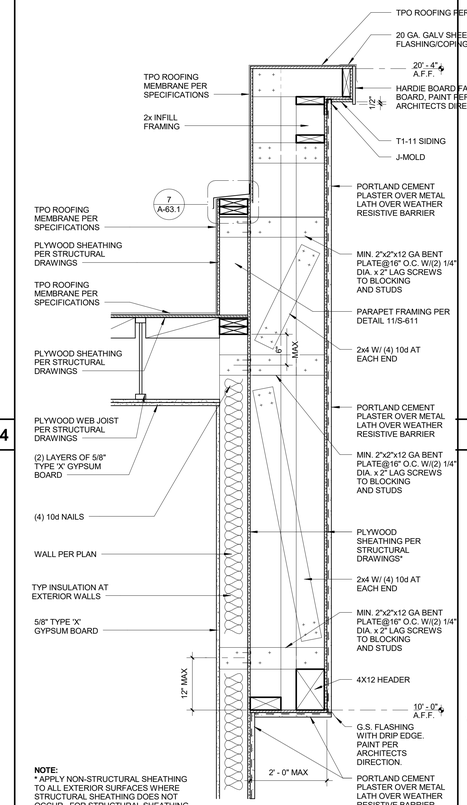


TECTUM WALL PANELS AT MPR | 1 1/2" = 1'-0" | 14



NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

T1-11 SIDING ATTACHMENT AT SOFFIT | 1 1/2" = 1'-0" | 15



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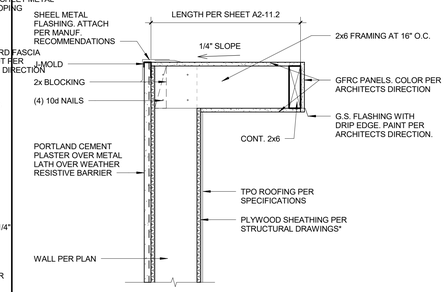
EXTERIOR WALL CONNECTION | 1" = 1'-0" | 13



NOTE:
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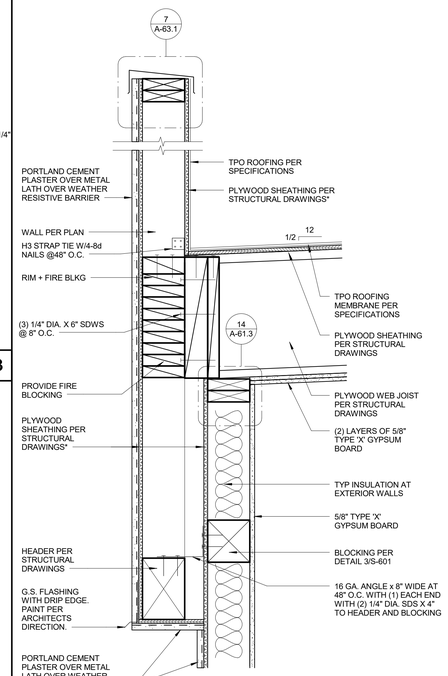
PARAPET TOP | 1 1/2" = 1'-0" | 11



NOTE:
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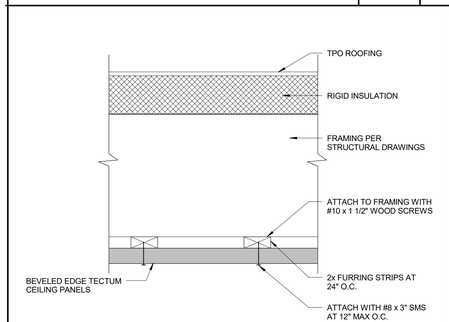
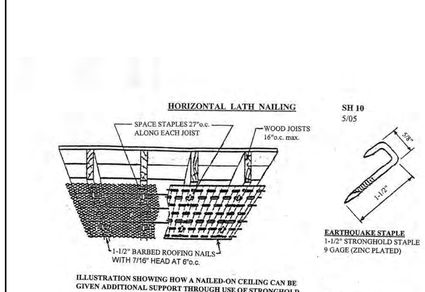
EXTERIOR FURRED WALL CONNECTION | 1 1/2" = 1'-0" | 9

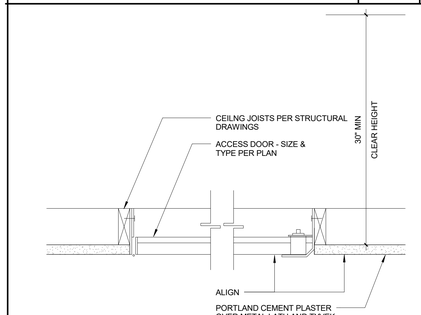


TECTUM CEILING PANEL WEIGHT = 3.5 LBS/ SQ. FT.

TECTUM CEILING PANELS - PRESENTATION | 1 1/2" = 1'-0" | 8



EXTERIOR PLASTER CEILING | 3/8" = 1'-0" | 7

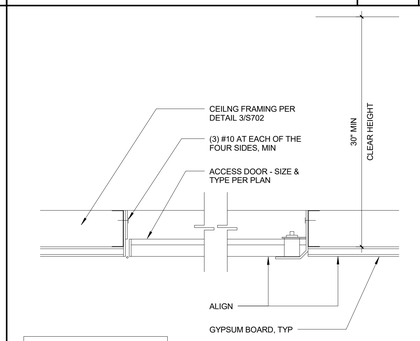


ONE HOUR RATED NOTES:

REFER TO THE FOLLOWING CONFORM WITH REQUIREMENTS
1. UL DES. U263

NOTE:
FOR 1 HOUR FIRE RATED ACCESS PANEL AT CLASSROOM BUILDING, MANUF: BABCOCK-DAVIS MODEL: B-IP SERIES (WARNOCK HERSEY LABEL)

ATTIC ACCESS PANEL - PLASTER | 1 1/2" = 1'-0" | 6



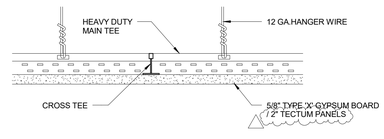
ONE HOUR RATED NOTES:

REFER TO THE FOLLOWING CONFORM WITH REQUIREMENTS
1. UL DES. U263

NOTE:
FOR 1 HOUR FIRE RATED ACCESS PANEL AT CLASSROOM BUILDING, MANUF: BABCOCK-DAVIS MODEL: B-IW SERIES (WARNOCK HERSEY LABEL)

ATTIC ACCESS PANEL | 1 1/2" = 1'-0" | 5

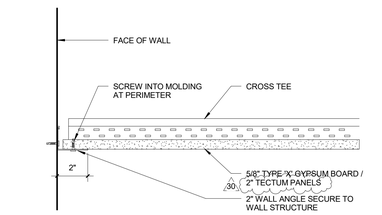
MANUFACTURER: USG
MAIN TEE: DGLW26
CROSS TEE: DGLW424
ICC ESR-1222
TOTAL WEIGHT: 4 PSF



NOTE:
REFER TO DETAILS 2 & 5/A-64.1 FOR ADDITIONAL INFORMATION

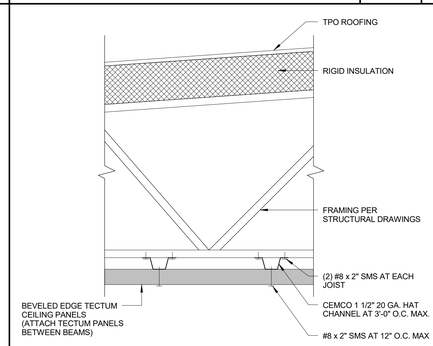
SUSPENDED GYP BD CEILING | 3" = 1'-0" | 4

MANUFACTURER: USG
MAIN TEE: DGLW26
CROSS TEE: DGLW424
ICC ESR-1222
TOTAL WEIGHT: 4 PSF



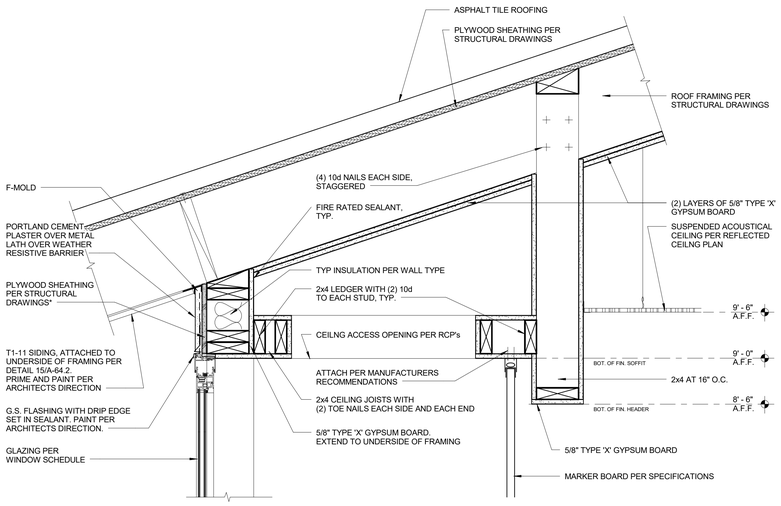
NOTE:
REFER TO DETAILS 2 & 5/A-64.1 FOR ADDITIONAL INFORMATION

SUSP GYP BD CEILING - PERIMETER - FIXED | 3" = 1'-0" | 3



TECTUM CEILING PANEL WEIGHT = 3.5 LBS/ SQ. FT.

TECTUM CEILING PANELS - GYM | 1 1/2" = 1'-0" | 2



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MARKER BOARD SOFFIT AT CLASSROOM BUILDING @ ROOF | 1 1/2" = 1'-0" | 12

NOT USED

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMON
No. C-18011
JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
30	BULLETIN 30	9/05/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: As indicated

SHEET NUMBER: A-64.2

SHEET TITLE:

CEILING DETAILS (GYP BD) & WALL DETAILS

SVA ARCHITECTS
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T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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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) inlayed 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.

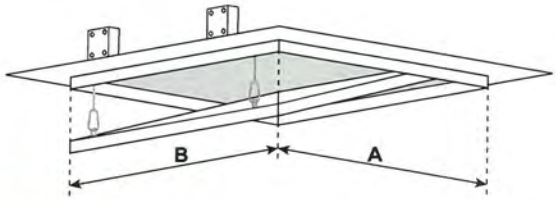
The reveal of 1/16 of an inch (1.59 mm) is visible between the outer frame and door hatch. The concealed snap locks open the access panel when pressure is applied to the spring loaded latch side.

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.



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).

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 + ⅜" (9 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

Phone: 1-800-609-2917 • Fax:1-888-828-6021 • Email: info@accessdoorsandpanels.com • Website: www.AccessDoorsAndPanels.com

G

Drywall-650 / 09 22 26.23

datasheet

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

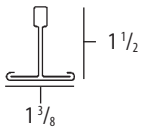
ASTM C 635 Heavy Duty (HD) furring runner classification; commercial quality steel, G-40 hot-dip galvanized body and knurled face cap, 1-3/8" width, 1-1/2" height. Also complies with ASTM C 645 and ASTM C 754.

Note: A metallurgist should be consulted regarding the suitability of this product for the environmental conditions in which it is being installed.

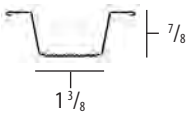
Components:

1. Furring Runner: Double web construction, 1-3/8" width, 1-1/2" height.	☐ 650.00C	(144", slots 8" OC, HD)
2. Cross Channel: Double web construction, 1-3/8" width, 7/8" height.	☐ 634.00C	(48", no slots)
3. Furring Tees: Double web construction, 1-3/8" width, 1-1/2" height.	Hook-type: ☐ 654.00C Stab-type: ☐ 674.00C ☐ 677.00C	 (48", no slots) (48", one slot at midpoint, override) (72", slots 24" O.C., override)
4. Cross Tee: Double web construction, 15/16" width, 1-1/2" height.	☐ 1274.01Z	(48", three slots 12" OC) Used to support NEMA Type G light fixture.
5. Wall Track:	☐ 1450.00	(144", 1-9/16" x 1")
6. Utility Angle:	☐ 5130.00H ☐ 5130K.00H	(120", 1-1/2" x 1-1/2") (120", 1-1/2" x 1-1/2") Knurled Face
7. GRG Access Door and Frame:		Opening Size
	☐ 8501.00	(9" x 9")
	☐ 8502.00	(12" x 12")
	☐ 850300	(18" x 18")
	☐ 8504.00	(24" x 24")
	☐ 8505.00	(30" x 30")

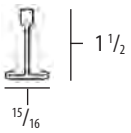
Furring Runner/ Furring Tees



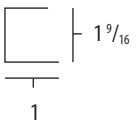
Cross Channel



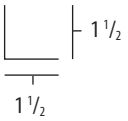
Cross Tee



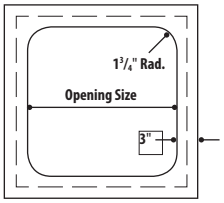
Wall Track



Utility Angle



GRG Access Door

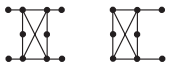


800.323.7164 / Fax: 800.222.3744 / rockfon.com

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 ■	
		Component Dimensions			Hanger Spacing	
Furring Runner	Length	Face	Height	Metal	4'	6'
650	12'	$1^{3}/_{8}$"	$1^{1}/_{2}$"	.020	HD	
Furring Channel						
634	4'	$1^{3}/_{8}$"	$^{7}/_{8}$"	.020	8.2	
Furring Tees						
654	4'	$1^{3}/_{8}$"	$1^{1}/_{2}$"	.014	14.3	
674	4'	$1^{3}/_{8}$"	$1^{1}/_{2}$"	.014	14.3	
677	6'	$1^{3}/_{8}$"	$1^{1}/_{2}$"	.020		5.24
Cross Tee						
1274.01	4'	$^{15}/_{16}$"	$1^{1}/_{2}$"	.020	17.0	

■To convert data into lb/ft², divide on center spacing of component into lb/ft.

Membrane Loading

Data is Pounds Per Square Foot (PSF)

COMPONENT COMBINATION FR/FT	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.

ROXUL Rockfon®

Rockfon 4849 SOUTH AUSTIN AVE., CHICAGO, IL 60638 / USA and Canada: 800-323-7164 / Fax: 800-222-3744 / rockfon.com

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 342 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/20/2018

DESCRIPTION OF WORK

Pilgrim Bulletin 24 Added Iron Fence

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add iron fence per Bulletin 24. Cost is for Merchants Metal fence panels. Reason: Fencing added for student safety. Requested By: SVA Architects Ref: Bulletin 24	Pilgrim Fence Co	230,864
	Subtotal:	230,864
Contractual Costs		
Overhead 15%		34,630
	Subtotal:	34,630
	Total Change Order Request Amount:	**265,494**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

Pilgrim Fence Company
3275 East Florence Avenue
Huntington Park, CA 90255
(323) 582-2016 Fax (323) 582-5057

To	BERNARDS	**Change #**	
Address		**Job #**	
Project Name	ELM SCHOOL – VE IRON FENCE & GATES	**Date Submitted**	10/25/2018
Project Location	OXNARD, CA.		
Requested By	KYLE	**Date of Contract**	

Description of Change

VE OPTION: MERCHANTS METALS FENCE PANELS W/ BRACKETS & ALL GATES
NEW FENCE AND GATE PLAN
ADDED 424 LN. FT. OF ADDITIONAL FENCE
ADDED 7EA. PR. OF ADDITIONAL DOUBLE GATES
14EA. GATE LEAFS W/ PANIC HW
NOTE: (INCLUDES FENCE AND GATES FROM BASE CONTRACT)

MATERIALS: ----------$150,892.00---DELTA < $44,072.00 >
LABOR: 3 JOURNEYMAN @ $71.49 per hr x 624 hrs -------$44,610.00---DELTA < $25,736.00 >
EQUIP RENTAL: ----------$5,249.00 ---DELTA < $ 1,944.00 >
15% MARK-UP: ----------$30,113.00 --DELTA < $10,762.00 >

TOTAL JOB VE JOB COST : ----------$230,864.00 --DELTA < $82,514.00 >

NOTE: 6 TO 7 WEEK LEAD TIME FOR PANELS AND GATES

Note: This revision becomes part of, and in conformance with, the existing contract.

Effect on Schedule and Project Cost			
WE AGREE hereby to make changes as specified above, at this price →			$230,864.00
DATE:	10/25/2018	PREVIOUS CONTRACT AMOUNT	
Pilgrim Fence Company Authorized Signature		REVISED CONTRACT TOTAL	
Revised Project End Date			

ACCEPTED: The above schedule and project cost of this change order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Signature _____ Title _____ Date _____

Pilgrim Fence Co. 3275 East Florence Avenue • Huntington Park, California 90255

MATERIALS FOR ADDITIONAL 424 LN. FT. OF 6' TALL VE IRON FENCE & GATES

58 VE CUSTOM IRON FENCE PANELS GALVANIZED @ 455.00 PER EA.	$26,390.00
14EA. CUSTOM OVERHANG WING PANELS (NEXT TO BUILDINGS @ 195.00 EA.	$ 2,730.00
POWDER COAT SEMI-GLOSS BLACK 58 PANELS & 14 WING PANELS	$ 4,410.00
300 1-3/4" X 1-3/4" PANEL BRACKETS @ $2.75 EA.	$ 825.00
40 PCS OF 3" X 3" X .250X20' @ 8.10 PER FT =	$ 6,480.00
80 PCS PAINT POSTS / CAPS	$ 3,570.00
7PR. 6' OPEN X 6' TALL DOUBLE SWING GATES: @ 6,852.00 PER PR.	$47,964.00
POWDER COAT SEMI-GLOSS BLACK 7PR. DOUBLE SWING GATES	$ 5,250.00
14 PCS OF 11GA. STL. GALV SHEETS FOR PLATES @ 115.00 PER =	$1,610.00
14 LOCKING CANE BOLTS @ 113.00 PER =	$1,582.00
14 PANIC HW / TRIM @ 1,237.00 PER =	$17,318.00
14 POSITIVE FORCE GATE CLOSURES:	$9,730.00
80 REBAR CAGES @ 78.00 EA. =	$6,240.00
ZINC PRIMER / TOUCH-UP PANIT	$ 350.00
16 YARDS OF CONCRETE (3EA. SEPARATE POURS) =	$3,352.00
SUBTOTAL:	$137,801.00
TAX @ 9.50 %	$13,091.00
TOTAL MATERIALS COST:	$150,892.00

Pilgrim Fence Co. 3275 East Florence Avenue • Huntington Park, California 90255

Labor Plan:

1ea. day to mobilize lay-out / mark fence line

3ea. journeyman @ at a rate of $71.49 x 24 hrs ----------$1,716.00

1ea. day stage materials

3ea. journeyman @ at a rate of $71.49 x 24 hrs ----------$1,716.00

6ea. days to dig, clean, position rebar cage & posts and pour concrete

3ea. journeyman @ 144 hrs at a rate of $71.49 x 144 hrs ----------$10,295.00

5ea. days to measure / cut, & hang fence panels

3ea. journeyman @ 120 hrs at a rate of $71.49 x 120 hrs ----------$8,579.00

4ea. days to clean, cut, galv w/ zinc stick, prime and paint posts

3ea. journeyman @ 96 hrs at a rate of $71.49 x 96 hrs ----------$6,863.00

9ea.days hang, weld, clean, galv w/ zinc stick, prime and paint gates

3ea. journeyman @ 216 hrs at a rate of $71.49 x 216 hrs ----------$15,442.00

TOTAL LABOR COST ----------$44,610.00

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Pilgrim Fence	Trade:	Fence / Gates
Date:	6/25/2018	Classification:	Fence Builder - (Carpenter)
Project:	Elem Elem School - Oxnard		
Rate Effective Through:		Union : [ ]	Non Union: [x]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 38.22	$ -	$ -
Vacation & Holiday Accrual	$ 5.62	$ -	$ -
Hourly Taxable Wage Costs Subtotal	$ 43.84	$ -	$ -
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.72	$ -	$ -
Medicare	$ 0.64	$ -	$ -
FUI	$ 0.05	$ -	$ -
SUI	$ 0.34	$ -	$ -
Workers Compensation Insurance	$ 8.79	$ -	$ -
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 12.54	$ -	$ -
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 7.50	$ -	$ -
Pension & Retirement (or equivalent)	$ 4.91	$ -	$ -
Training (or equivalent)	$ 2.70	$ -	$ -
Hourly Benefits Subtotal	$ 15.11	$ -	$ -
TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 71.49	$ -	$ -

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

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 # 24 Narrative

Revision: 08/24/2018

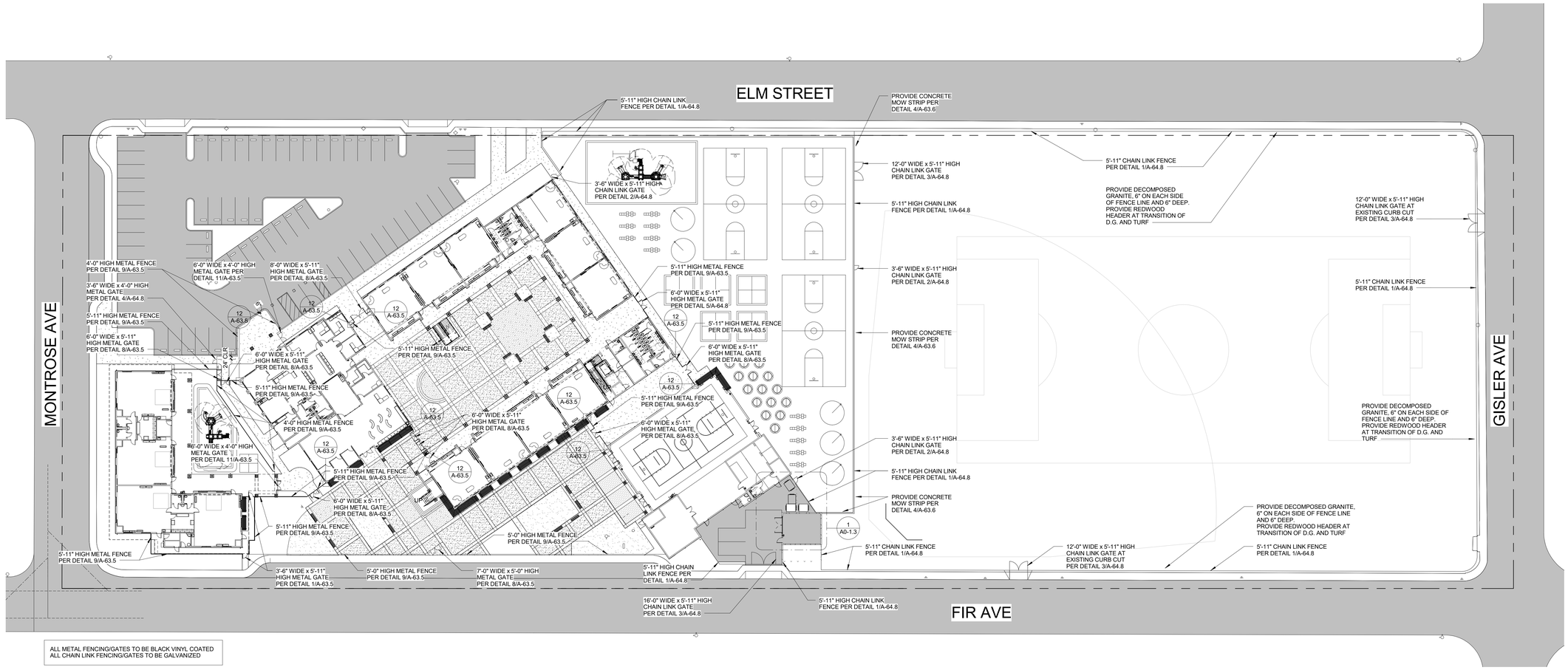
*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or 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:
A0-1.00 – Campus Fencing Plan
Updated inner core metal fencing and added perimeter chain link fencing around the campus
A0-1.3 – Enlarged Site Plans
Replaced CMU wall next to utility enclosure with chain link fence and gate
A63.5 – Gate Details
Revised/Added metal fence gate details
A-64.8 – Gate Details
Added sheet for chain link/metal fence details
SK-1 – Fence/Gate Post Footing
Added detail to accommodate field conditions
SK-2 – Fence/Gate Post Base
Added detail to accommodate field conditions
SKA-0 – Classroom Second Floor Partial Plan
Showing locations of pilasters at curbs on second floor walkway
SKA-1 – Pilasters at Exterior Wall
Added Pilasters at Classroom second floor curbs
SKA-2 – Pilasters at Columns
Added Pilasters at Classroom second floor curbs

<u>Drawings</u>
A0-1.00 – Campus Fencing Plan
A0-1.3 – Enlarged Site Plans
A-63.5 – Gate Details
A-64.8 – Gate Details
SK-1 – Fence/Gate Post Footing
SK-2 – Fence/Gate Post Base
SKA-0 – Classroom Second Floor Partial Plan

SKA-1 – Pilasters at Exterior Wall
SKA-2 – Pilasters at Columns

Distribution:
District
Contractor
IOR



ALL METAL FENCING/GATES TO BE BLACK VINYL COATED
ALL CHAIN LINK FENCING/GATES TO BE GALVANIZED

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMONS
No. C-18801
JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: 1" = 30'-0"

SHEET NUMBER: A0-1.00

SHEET TITLE:

CAMPUS FENCING PLAN

24

SVA ARCHITECTS
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T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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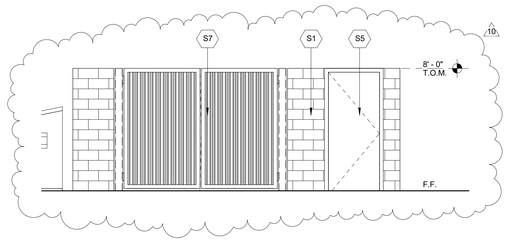
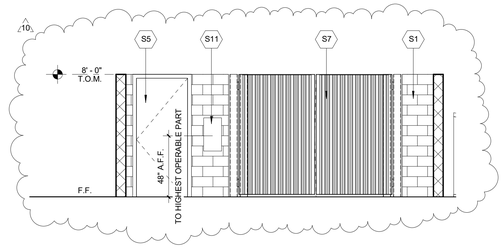


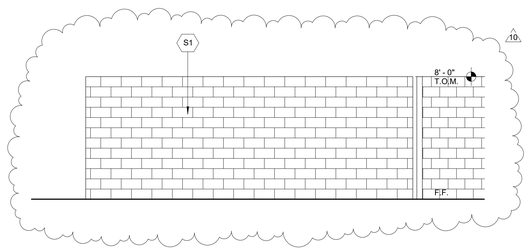
WEST ELEVATION | 1/4" = 1'-0" | 8



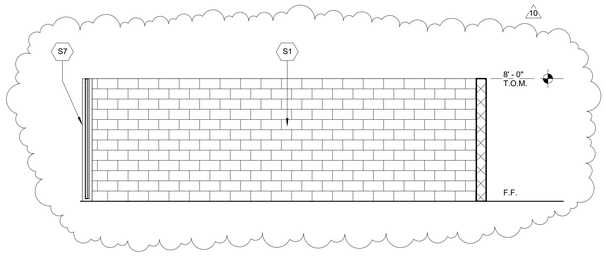
SECTION 2 | 1/4" = 1'-0" | 3

- S1 — 8" CMU WALL
- S2 — NOT USED
- S3 — ELECTRICAL EQUIPMENT PER ELECTRICAL DRAWINGS
- S4 — AC PAVING PER CIVIL DRAWINGS
- S5 — 3'-4" WIDE X 8'-0" HIGH HOLLOW METAL DOOR WITH HOLLOW METAL FRAME. FACTORY PRIME AND FIELD PAINT BOTH DOOR AND FRAME.
- S6 — NOT USED
- S7 — 10'-0" WIDE X 8'-0" HIGH METAL GATE PER DETAIL 4/-
- S8 — GRAVEL FLOOR COVER
- S9 — PLANTING PER LANDSCAPE DRAWINGS
- S10 — TRASH CANS. DISTRICT TO SELECT, TRASH SERVICE TO PROVIDE
- S11 — SURFACE MOUNTED FIRE EXTINGUISHER CABINET WITH EXTINGUISHER (4A:20B:C) SEE DETAIL 16/A-64.4
- S12 — 8' x 10' CONCRETE PAD PER STRUCTURAL DETAIL 16/S301
- S13 — CONCRETE FOOTINGS PER STRUCTURAL DETAIL 10/S303

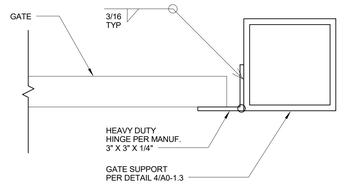
ENLARGED PLAN KEYNOTES



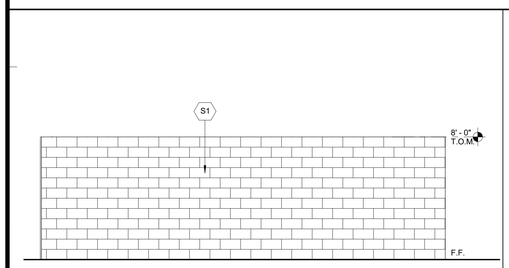
EAST ELEVATION | 1/4" = 1'-0" | 7



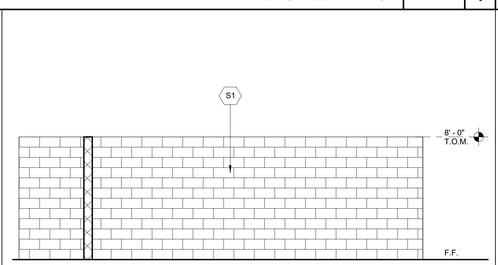
SECTION 1 | 1/4" = 1'-0" | 2



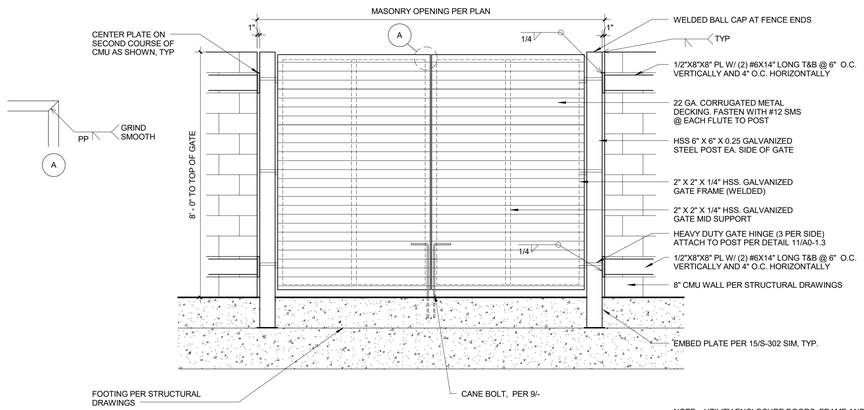
GATE HINGE | 3" = 1'-0" | 11



SOUTH ELEVATION | 1/4" = 1'-0" | 6

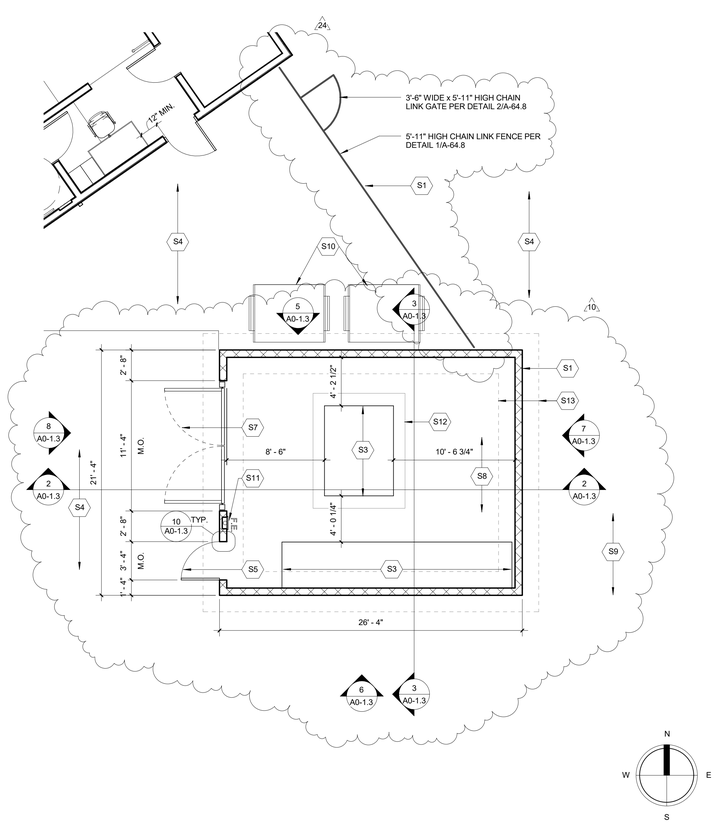


NORTH ELEVATION | 1/4" = 1'-0" | 5

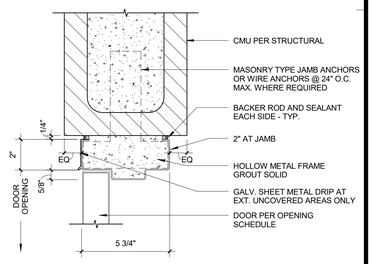


NOTE: UTILITY ENCLOSURE DOORS, FRAME AND SUPPORT STRUCTURE TO BE PRIMED AND PAINTED PER ARCHITECTS DIRECTION

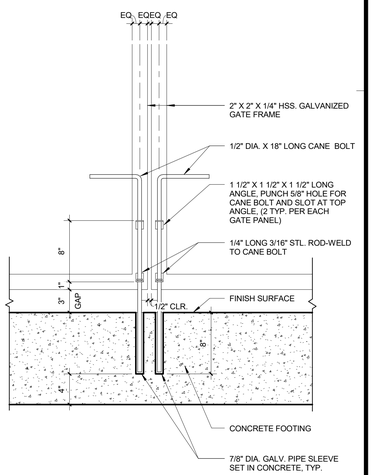
ELECTRICAL ENCLOSURE GATES | 1/2" = 1'-0" | 4



ENLARGED ELECTRICAL ENCLOSURE | 3/16" = 1'-0" | 1



DOOR JAMB AT CMU WALL | 3" = 1'-0" | 10



CANE BOLT | 1 1/2" = 1'-0" | 9

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMON
No. C-18011
JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
10	BULLETIN #10	8/16/17
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: As indicated

SHEET NUMBER: A0-1.3

SHEET TITLE:

ENLARGED SITE PLANS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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TYP. METAL FENCE - CANTILEVER
1/2" = 1'-0" 12

TYP. METAL FENCE
1/2" = 1'-0" 9

CANE BOLT
1 1/2" = 1'-0" 6

GENERAL GATE NOTES:
1. ALL WELDS SHALL BE 1/8" CONTINUOUS FILLET WELDS ALL AROUND - GRIND SMOOTH. WELDS TO BE FREE OF SHARP OR ABBRASIVE SURFACE PER CBC 11B-404.2.10. PROVIDE FULL PENETRATION WELD ALL AROUND AT GATE FRAMES.
2. ALL TUBULAR STEEL MEMBERS ARE TO HAVE A SHOP APPLIED 8515 ZINC GALVANIZED, AND COATED WITH URETHANE PAINT SYSTEM
3. ALL FENCING, GATES, COMPONENTS, AND HARDWARE ARE TO HAVE A SHOP APPLIED 8515 ZINC GALVANIZED, AND COATED WITH URETHANE PAINT SYSTEM
4. ALL TUBULAR STEEL PICCKETS AND POSTS SHALL HAVE WELDED CAPS AND FLUSH AT TOP
5. ALL TUBULAR STEEL MEMBERS TO BE 11 GAUGE MIN., UNLESS OTHERWISE NOTED
6. POST LOCATIONS NOT TO EXCEED 8' - 0" O.C. MAX
7. FIELD GALVANIZE ALL WELDS
8. MAINTAIN POSTS AND ALL PICKETS VERTICAL ON ALL SLOPED AREAS
9. PROVIDE SLEEVE FOR BOTH OPEN AND CLOSED POSITION
10. SEE DETAIL 6/A-63.5 FOR DOUBLE CANE BOLT

PANIC GATE SECTION
1/2" = 1'-0" 2

LATCH SECTION
3" = 1'-0" 5

NOTE:

HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

DOUBLE METAL GATE - KINDERGARTEN
1/2" = 1'-0" 11

NOTE:

HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

DOUBLE METAL GATE
1/2" = 1'-0" 8

FOOTING @ POST
1" = 1'-0" 4

FOOTING @ GATE
1" = 1'-0" 3

(ENTRY SIDE)

(EXIT SIDE)

NOTE:

HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

SINGLE METAL GATE
1/2" = 1'-0" 1

CONCRETE BANDS
3" = 1'-0" 10

RUBBER PLAY SURFACING
3" = 1'-0" 7

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18301 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_______ FLS_______ SS_______

DATE ______________

REVISIONS:

	DESCRIPTION	DATE
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: As indicated

SHEET NUMBER: **A-63.5**

SHEET TITLE:

GATE DETAILS

SVA ARCHITECTS

3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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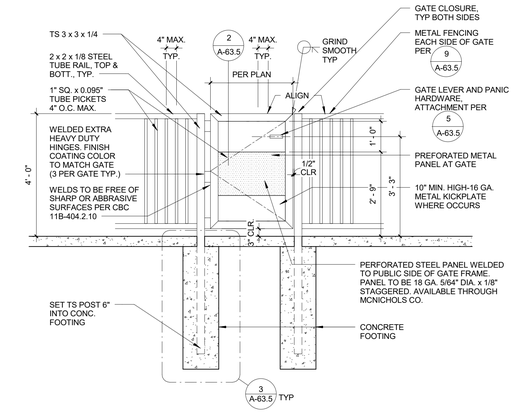
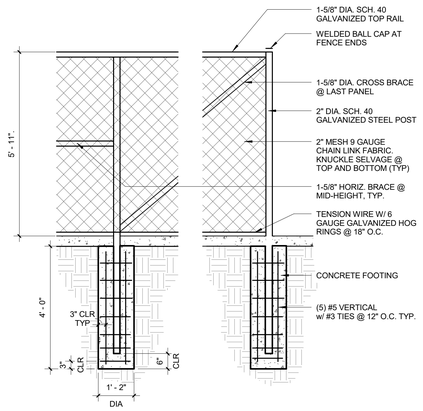


NOTE:

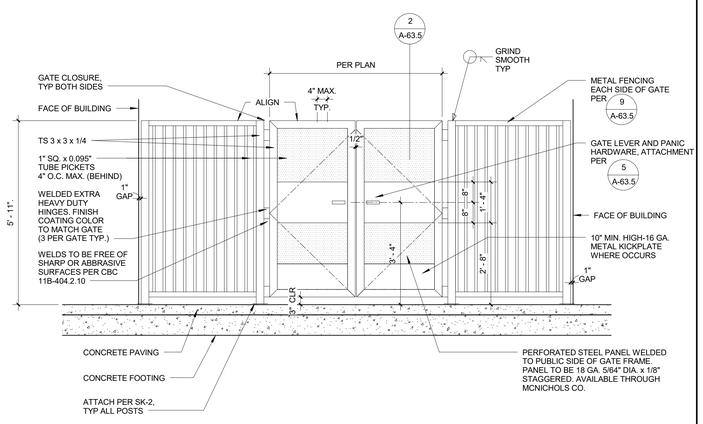
HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

SINGLE METAL GATE - 4'-0" HIGH | 1/2" = 1'-0" | **4**



NOTES:
1. OPEN MESH FENCES ARE NOT PART OF DSA REVIEW AND APPROVAL PER 2013 CALIFORNIA BUILDING STANDARD ADMINISTARTIVE CODE SEC. 4-314.
2. ALL CHAIN LINK FABRIC SHALL BE GALVANIZED. POSTS, RAILS AND CONNECTING HARDWARE SHALL BE GALVANIZED. PROVIDE SHOP DRAWINGS FOR APPROVAL.

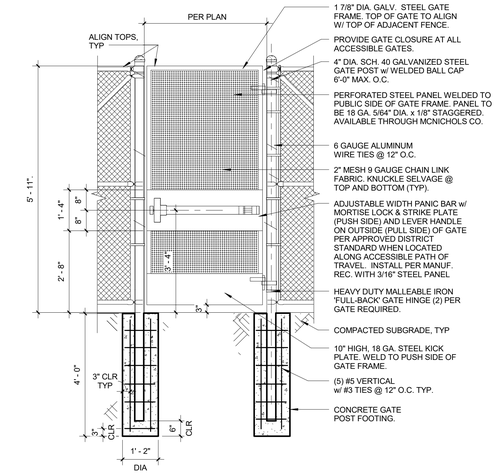
CHAIN LINK FENCE | 1/2" = 1'-0" | **1**



NOTE:

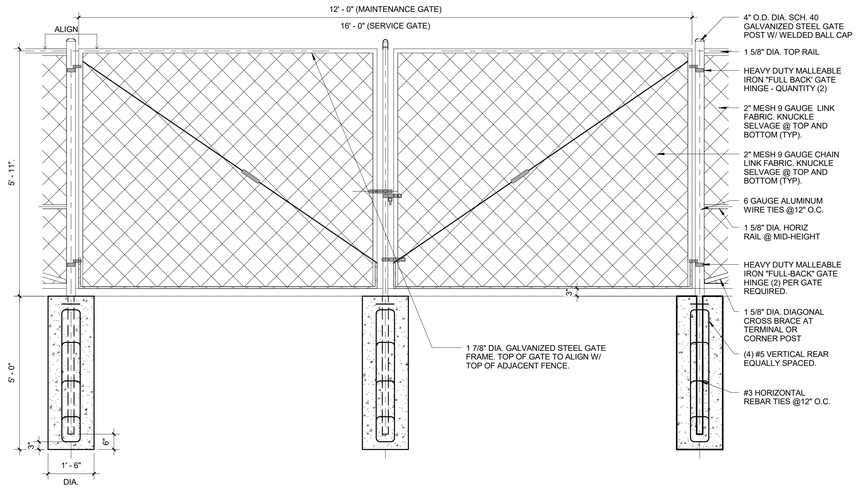
HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

DOUBLE METAL GATE - CLASSROOM BREEZEWAY | 1/2" = 1'-0" | **5**



NOTES:
1. OPEN MESH FENCES ARE NOT PART OF DSA REVIEW AND APPROVAL PER 2013 CALIFORNIA BUILDING STANDARD ADMINISTARTIVE CODE SEC. 4-314.
2. ALL CHAIN LINK FABRIC SHALL BE GALVANIZED. POSTS, RAILS AND CONNECTING HARDWARE SHALL BE GALVANIZED. PROVIDE SHOP DRAWINGS FOR APPROVAL.

CHAIN LINK GATE (PEDESTRIAN) | 1/2" = 1'-0" | **2**



NOTES:
1. OPEN MESH FENCES ARE NOT PART OF DSA REVIEW AND APPROVAL PER 2013 CALIFORNIA BUILDING STANDARD ADMINISTARTIVE CODE SEC. 4-314.
2. ALL CHAIN LINK FABRIC SHALL BE GALVANIZED. POSTS, RAILS AND CONNECTING HARDWARE SHALL BE GALVANIZED. PROVIDE SHOP DRAWINGS FOR APPROVAL.

CHAIN LINK GATE (VEHICLE) | 1/2" = 1'-0" | **3**

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONDS No. C-18501 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: 1/2" = 1'-0"

SHEET NUMBER: 24 A-64.8

SHEET TITLE:

GATE DETAILS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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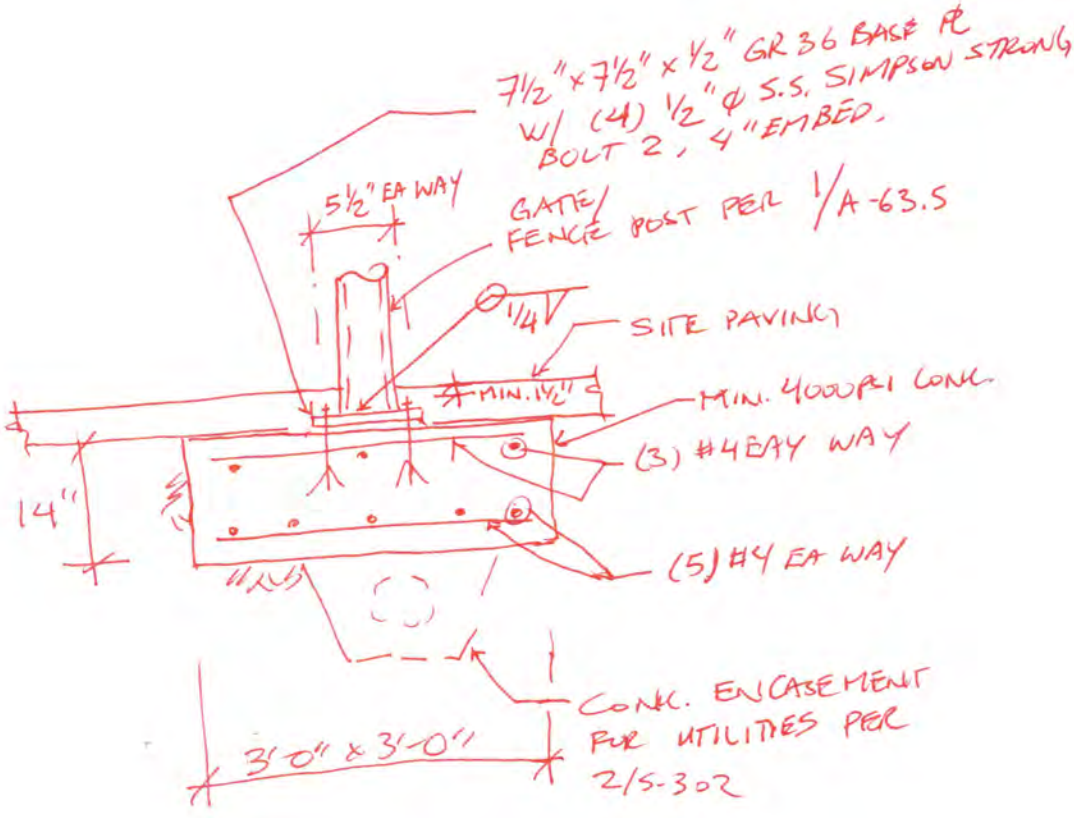
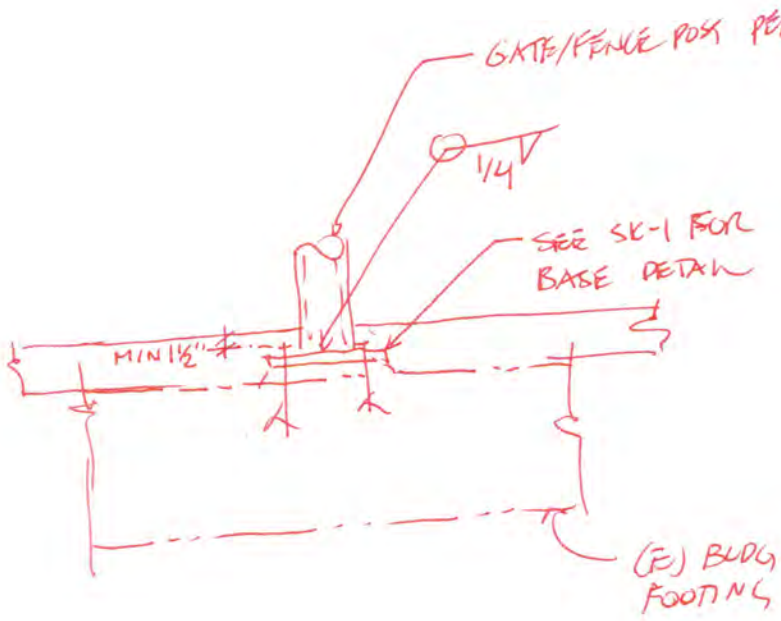
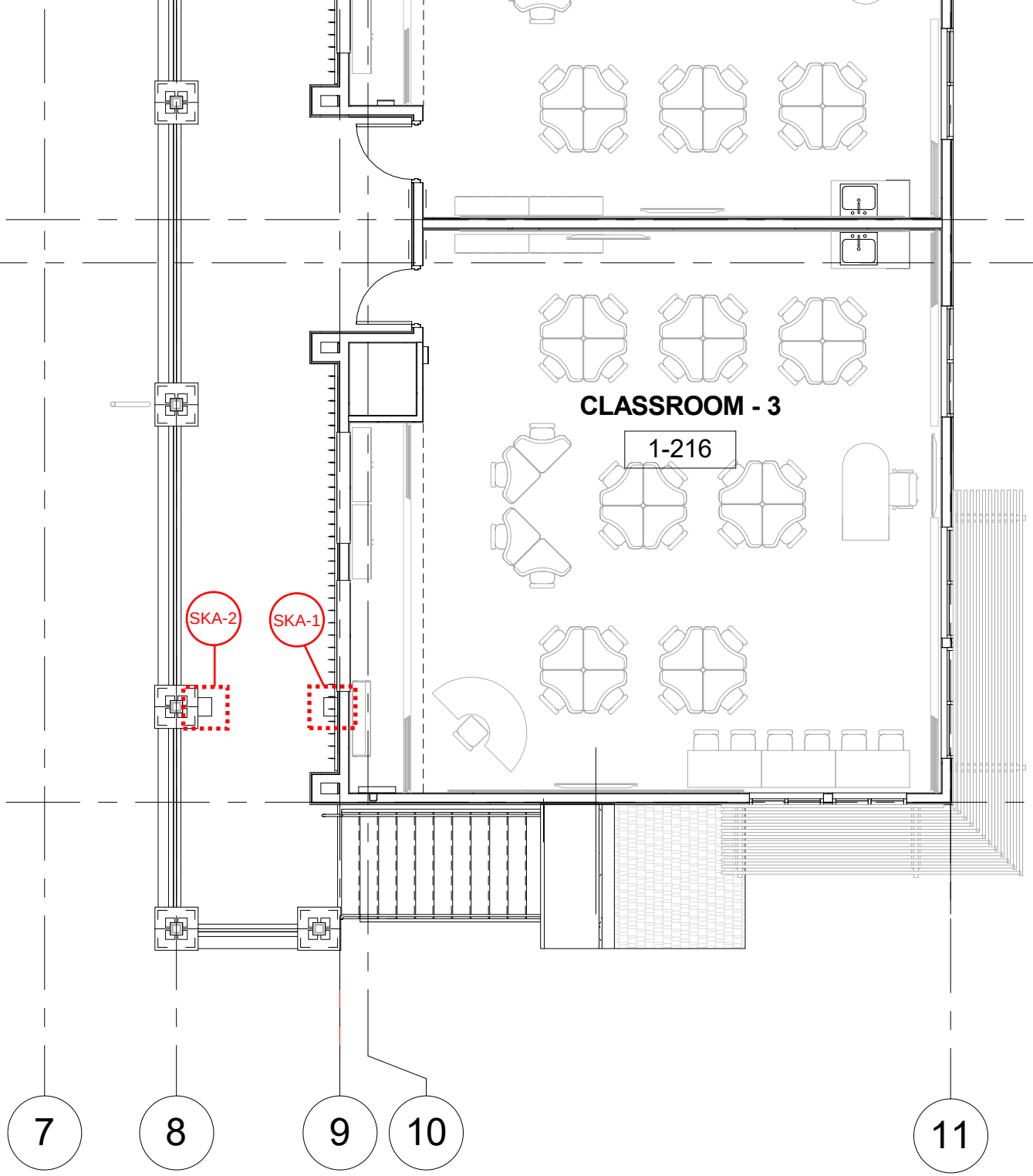


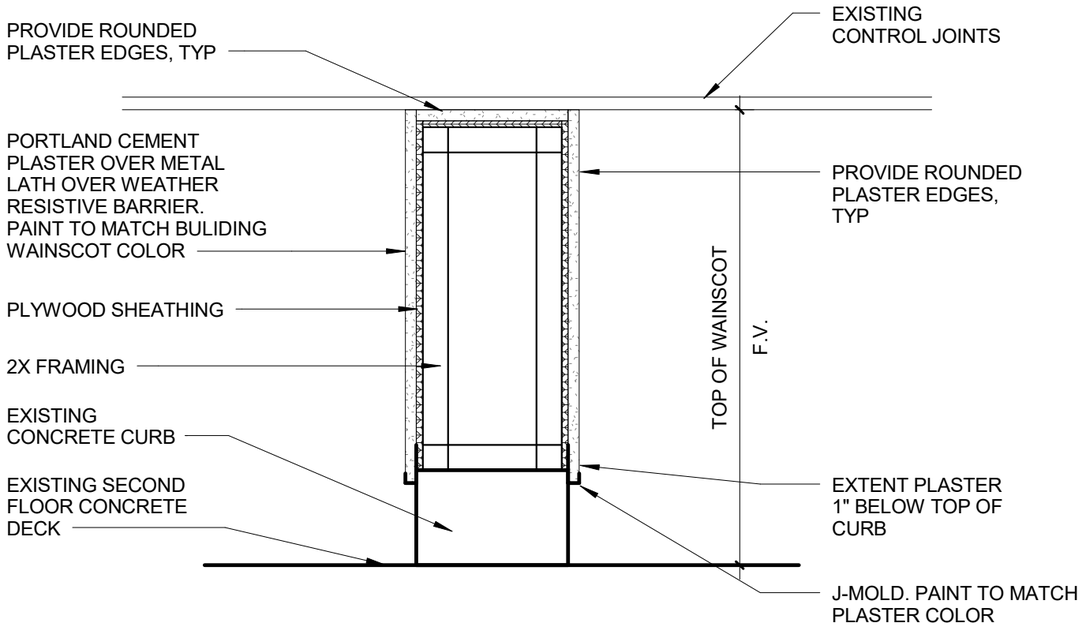
FENCE/ GATE POST FOOTING — SK-1



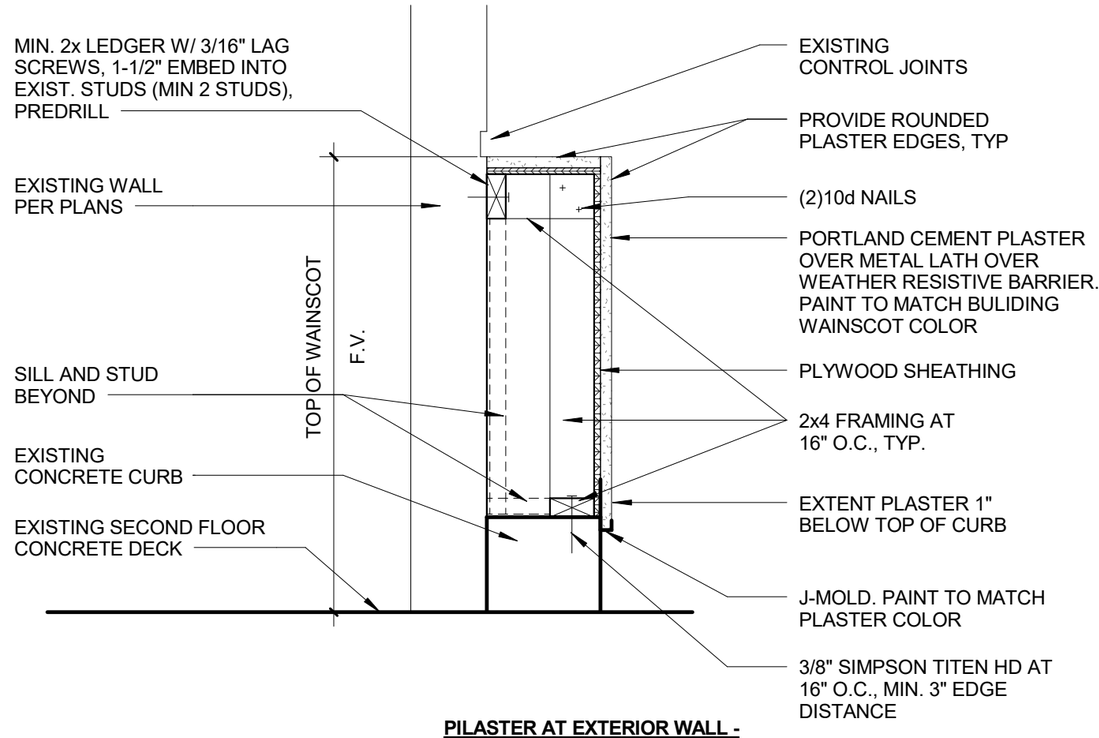
FENCE / GATE POST BASE — SK2



CLASSROOM - 2ND FLOOR PLAN
SKA-0



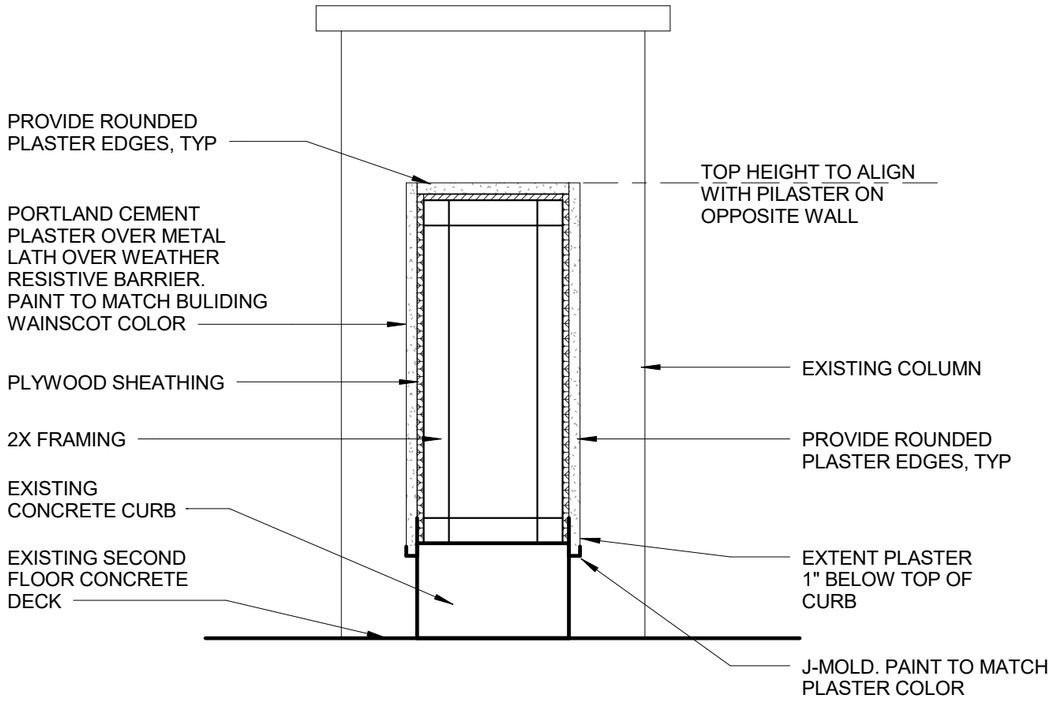
PILASTER AT EXTERIOR WALL - FRONT VIEW



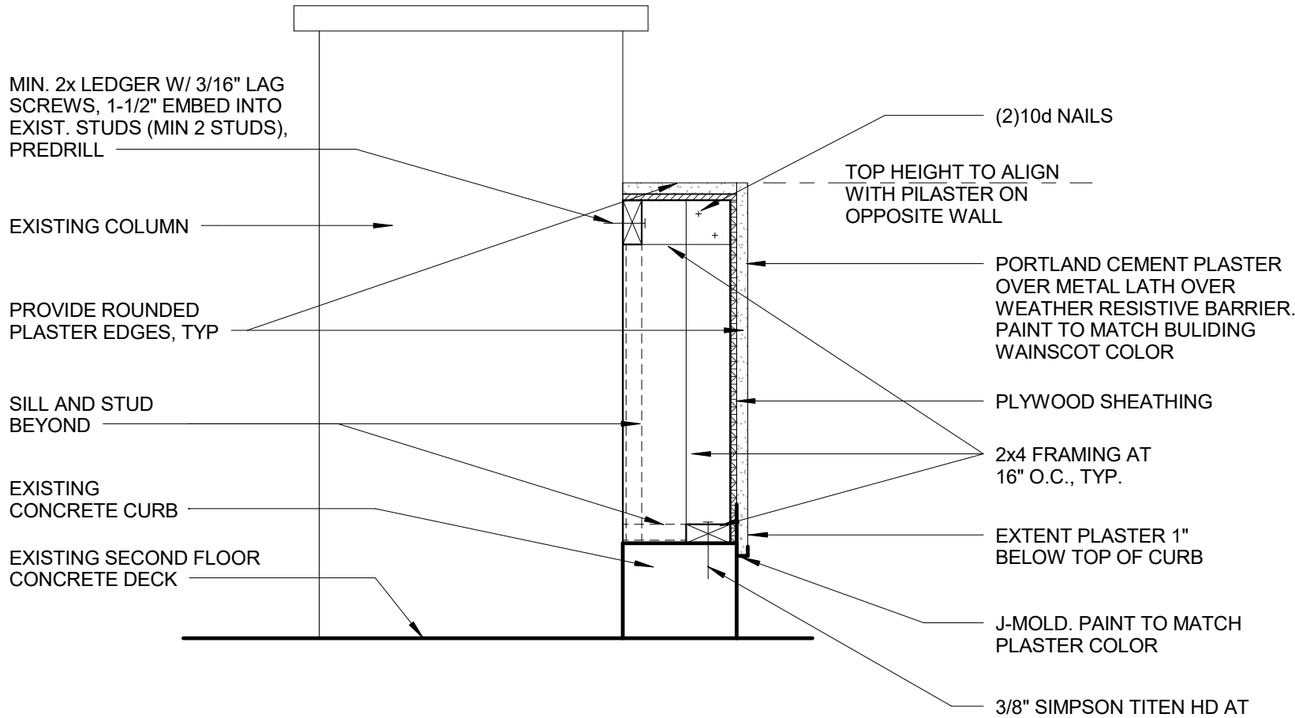
PILASTER AT EXTERIOR WALL - SIDE VIEW

SVA ARCHITECTS
3 MacArthur Place, Suite 850 Santa Ana, California 92707
T. 949.809.3380 www.svaarchitects.com

DESCRIPTION: PILASTER AT EXTERIOR WALL - CLASSROOM SECOND FLOOR	DRAWING REFERENCE:	ASK #: SKA-1
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL PROJECT NUMBER: 1340159-Bldg 1	ISSUE REFERENCE:	DATE 08/15/18 SCALE 1" = 1'-0" DRAWN BY Author



PILASTER AT COLUMN - FRONT VIEW



PILASTER AT COLUMN - SIDE VIEW

SVA ARCHITECTS
3 MacArthur Place, Suite 850 Santa Ana, California 92707
T. 949.809.3380 www.svaarchitects.com

DESCRIPTION: PILASTER AT COLUMN - CLASSROOM SECOND FLOOR	DRAWING REFERENCE:	ASK #: SKA-2
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL PROJECT NUMBER: 1340159-Bldg 1	ISSUE REFERENCE:	DATE 08/15/18 SCALE 1" = 1'-0" DRAWN BY Author

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 343 R2

Project: Elm Elementary School Reconstruction Project

Date: 1/3/2019

DESCRIPTION OF WORK

Pilgrim Mechanical Enclosures Bulletin 20

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add chain link fence around ground level mechanical units. Reason: To protect HVAC units. Fences were not shown on plans. This is additional scope not part of the original contract. Requested By: SVA Architects Ref: Bulletin 20	Pilgrim Fence Co	48,438
	Subtotal:	48,438
Contractual Costs		
Overhead 15%		7,266
	Subtotal:	7,266
	Total Change Order Request Amount:	**55,704**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

Pilgrim Fence Company
3275 East Florence Avenue
Huntington Park, CA 90255
(323) 582-2016 Fax (323) 582-5057

To	BERNARDS	**Change #**	
Address		**Job #**	
Project Name	ELM SCHOOL – MECH. ENCLOSURE REV.	**Date Submitted**	8-6-2018
Project Location	OXNARD, CA.		
Requested By	KYLE RAMIN	**Date of Contract**	

Description of Change

REVISED PER ADDED ENCLOSURE

MECHANICAL EQUIP AREA – 6EA. SEPARATE ENCLOSURES
(INCLUDES ADDITIONAL SMALL ENCLOSURE W/ 3' PED GATE)
6' TALL CHAINLINK FENCE QUOTES PER NEW DRAWING

GALV. CHAINLINK FENCE AND GATES
182' OF NEW 6' TALL 9GA. 2" GALV W/ 12 GATE LEAFS ----------$43,601.00
ADD FOR 1" CHAINLINK IN LIEU OF 2" ----------$ 1,988.00
ADD FOR REBAR CAGES AT FENCE AND GATES ----------$ 2,849.00

Note: This revision becomes part of, and in conformance with, the existing contract.

Effect on Schedule and Project Cost			
WE AGREE hereby to make changes as specified above, at this price →			48,438.00
DATE:	8-6-2018	PREVIOUS CONTRACT AMOUNT	
Pilgrim Fence Company Authorized Signature		REVISED CONTRACT TOTAL	
Revised Project End Date			

ACCEPTED: The above schedule and project cost of this change order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Signature _____ Title _____ Date _____

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707 T
949.809.3380

info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School
Bulletin # 20 Narrative

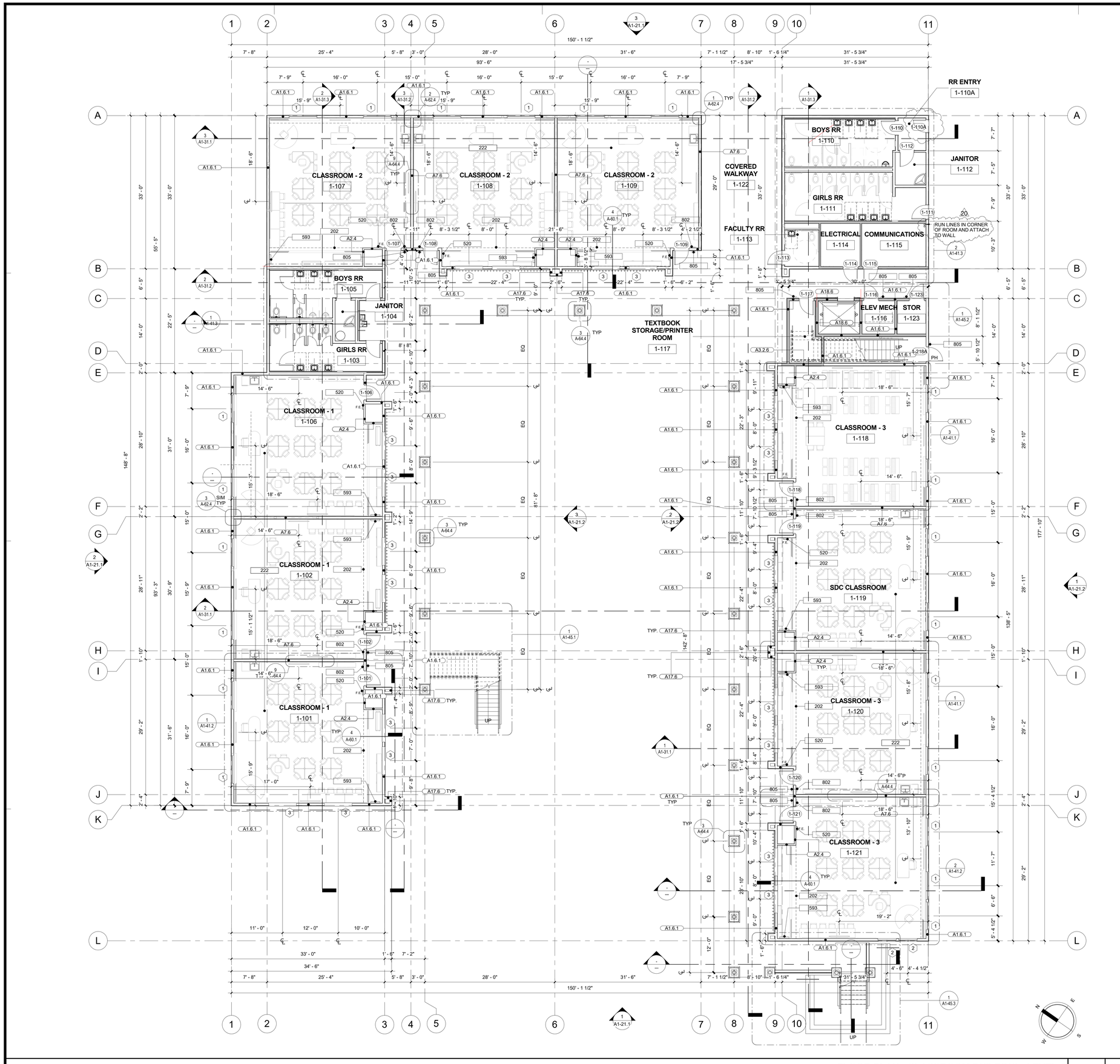
Revision: 01/05/2018

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 Architecture sheets:
A1-11.1: Room 1-115, run exposed lines in corner of room and attach to the wall.
A1-11.2: Added chase to classroom 1-206. For room 1-211, run all line sets from communication room (1-115) below into mechanical closet on second floor. (1-211)
A-61.2: Wall types for reference.
M1-1.1: Revised locations of the condensate units and heat pump to be closer to the interior chase walls.
M1-2.0: Shown location of routed lines in mechanical closet in room 1-211.

Drawings
Sheet A1-11.1
Sheet A1-11.2
Sheet A-61.2
Sheet M1-1.1
Sheet M1-2.0

Distribution:
District
Contractor
IOR



?	DESCRIPTION
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
222	ONE HOUR RATED HORIZONTAL ASSEMBLY PER DETAIL 6/A-60.1
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
593	WALL RACK PER ELECTRICAL DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3

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
- 101 — NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A1-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A1-52.2
- 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.

FLOOR PLAN - CLASSROOM BUILDING - LEVEL 1 | 1/8" = 1'-0" | 1

FLOOR PLAN LEGEND

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18301 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
	RFI 122	8/21/17
20	BULLETIN #20	01/05/18

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-11.1

SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR PLAN - LEVEL 1

SVA ARCHITECTS

3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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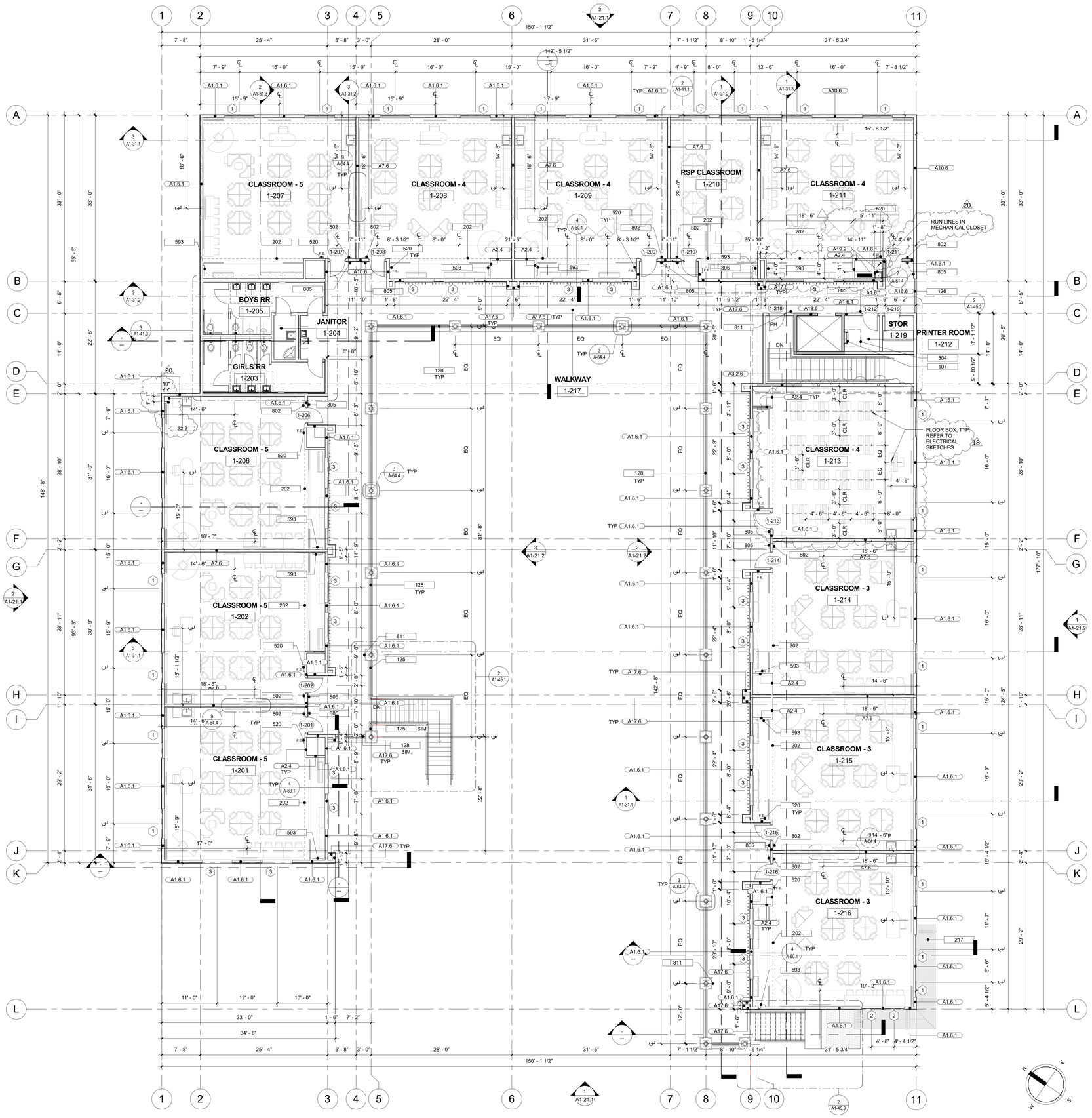

KEYNOTE LEGEND

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
101	NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A1-52.1
X	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A1-52.2
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
107	ROOF LADDER PER DETAIL 2/A-64.4
125	GUARDRAIL PER DETAIL 8/A-63.2
126	GUARDRAIL PER DETAIL 10/A-63.2
128	GUARDRAIL PER DETAIL 12/A-63.2
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
304	ROOF HATCH, SEE DETAIL 9/A-63.1
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
593	WALL RACK PER ELECTRICAL DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
811	TACTILE EXIT STAIR DOWN SIGNAGE, SEE DET. 11/GEN-3

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONDS No. C-18311 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
13	CCD # 13	10/27/17
18	BULLETIN #18	12/04/17
20	BULLETIN #20	01/05/18

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-11.2

SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR PLAN - LEVEL 2

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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FLOOR PLAN - CLASSROOM BUILDING - LEVEL 2 | 1/8" = 1'-0" | 1 | FLOOR PLAN LEGEND

THIS SHEET IS FOR REFERENCE

NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

TYPICAL FURRED WALL - PLASTER | 3" = 1'-0" | 21

ONE HOUR WALL NOTES
FULL HEIGHT WALL TYP. U.N.O.

REFER TO THE FOLLOWING
CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1, ITEM 14-1.3

NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

EXTERIOR PLASTER WALL (BOTH SIDES) | 3" = 1'-0" | 16

ONE HOUR WALL NOTES
FULL HEIGHT WALL TYP. U.N.O.

REFER TO THE FOLLOWING
CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1, ITEM 15-1.3

NOTE:
1. SEE SHEET A-61.4 FOR PENETRATION ASSEMBLY DETAILS

FIRE WALL @ ADMIN | 3" = 1'-0" | 13

TYPICAL FURRED WALL - TILE | 3" = 1'-0" | 20

ONE HOUR WALL NOTES
FULL HEIGHT WALL TYP. U.N.O.

REFER TO THE FOLLOWING
CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1, ITEM 14-1.3

NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

EXTERIOR PLASTER POP-OUT WALL | 3" = 1'-0" | 17

ONE HOUR WALL NOTES
FULL HEIGHT WALL TYP. U.N.O.

REFER TO THE FOLLOWING
CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1, ITEM 15-1.3

NOTE:
1. SEE SHEET A-61.4 FOR PENETRATION ASSEMBLY DETAILS

FIRE WALL @ ADMIN 2 | 3" = 1'-0" | 14

TYPICAL FURRED WALL | 3" = 1'-0" | 22

ONE HOUR WALL NOTES
FULL HEIGHT WALL TYP. U.N.O.

REFER TO THE FOLLOWING
CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1, ITEM 14-1.3

SHAFT WALL (ONE HOUR) | 3" = 1'-0" | 19

ONE HOUR WALL NOTES
FULL HEIGHT WALL TYP. U.N.O.

REFER TO THE FOLLOWING
CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1, ITEM 14-1.3

ELEVATOR WALL (ONE HOUR) | 3" = 1'-0" | 18

NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

ONE HOUR WALL NOTES
FULL HEIGHT WALL TYP. U.N.O.

REFER TO THE FOLLOWING
CONFORM WITH REQUIREMENTS
1. CBC TABLE 721.1, ITEM 15-1.3

FIRE WALL @ ADMIN - STAGGER'D STUDS | 3" = 1'-0" | 15

(A13) FIRE WALL AT ADMIN

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
13.4	2X4	-	16" O.C.	6"	-	13 / -	-
13.6	2X6	-	16" O.C.	8"	-	13/ -	-

(A14) FIRE WALL AT ADMIN 2

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
14.4	2X4	-	16" O.C.	5"	14'-0"	14 / -	-
14.6	2X6	-	16" O.C.	7"	20'-0"	14 / -	-

(A15) FIRE WALL AT ADMIN - STAGGERED STUDS

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
15.4	2X4	-	16" O.C.	6 3/4"	14'-0"	15 / -	-
15.6	2X6	-	16" O.C.	8 3/4"	20'-0"	15 / -	-
				6 7/8"			

(A16) EXTERIOR WALL FINSIH (BOTH SIDES)

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
16.4	2X4	-	16" O.C.	6 1/4"	-	16 / -	-
16.6	2X6	-	16" O.C.	8 1/4"	-	16 / -	RATED AT BLDG 1

(A17) TYPICAL EXTERIOR PLASTER POP-OUT WALL

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
17.4	2X4	-	16" O.C.	4 7/8"	-	17/ -	-
17.6	2X6	-	16" O.C.	6 7/8"	-	17/ -	-

(A18) TYPICAL ELEVATOR WALL - ONE HOUR

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
18.6	2X6	-	12" O.C.	6 3/4"	-	18/ -	-

(A19) TYPICAL SHAFT WALL - ONE HOUR

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
19.2	2 1/2"	CH STUD	24" O.C.	3 1/8"	-	19/ -	-

(A20) TYPICAL FURRED WALL - TILE

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
20.2	2 1/2"	16 GA.	16" O.C.	4"	-	20/ -	-

(A21) TYPICAL FURRED WALL - PLASTER

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
21.2	2 1/2"	16 GA.	16" O.C.	4"	-	21/ -	-

(A22) TYPICAL FURRED WALL

WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
22.2	2 1/2"	16 GA.	16" O.C.	4"	-	22/ -	-

1. PROVIDE ADDITIONAL WALL BRACING AND / OR BRIDGING AS MAY BE REQUIRED FOR HEIGHT OF WALL. REFER TO STRUCTURAL DRAWINGS.

2. ALL SHAFT WALLS SHALL BE FULL HEIGHT UNLESS NOTED OTHERWISE.

3. ALL WALLS SHALL BE FULL HEIGHT U.N.O. SEE DETAIL 6/A-61.3

4. WHERE NOTED EXTEND WALLS 6" ABOVE FINISH CEILING. SEE DETAIL 7/A-61.3

6. ALL FIRE RATED WALLS SHALL TERMINATE AT STRUCTURE ABOVE UNLESS NOTED OTHERWISE. ALL FIRE RATED WALLS SHALL COMPLY WITH CBC CHAPTER 7

7. REFER TO SPECIFICATION DIVISIONS 22, 23 AND 26 FOR HVAC, PLUMBING, AND ELECTRICAL PENETRATION OF WALLS.

8. 2 1/2" X 14 GA. STUDS TO HAVE 1 3/8" FLANGE.

9. ALL STUD GAUGE AND SPACING TO BE MAINTAINED OR ADJUSTED TO MANUFACTURER'S DESIGN CRITERIA WHICHEVER IS MORE RESTRICTIVE. ALL LIMITING HEIGHTS ARE BASED ON SSMA (STEEL STUD MANUFACTURERS ASSOCIATION) SYSTEM. THE ALLOWABLE DEFLECTION FOR STUD WALLS SHALL BE:

L/360 - FOR EXTERNAL WALLS
L/360 - FOR INTERIOR WALLS WITH TILE OR WOOD PANEL FINISH
L/240 - ALL OTHER INTERIOR WALLS.

CONTRACTOR USING AN APPROVED EQUAL PRODUCT MUST SUBMIT FOR ARCHITECTS REVIEW A WALL TYPE SHEET. THIS SUBMITTAL TO INDICATE PROPER STUD GAUGE ND SPACING PER THE SPAN CAPACITY OF THE SUBSTITUTED PRODUCT. AT NO TIME SHOULD THE STUD GAUGE OR SPACING BE LESS THAN WHAT IS SHOWN ON HIS SHEET. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS FOR SPECIFIC FURRED OUT WALLS PER PLAN AND DETAILS.

10. REFER TO BUILDING PLANS FOR EACH BUILDING FOR LOCATION OF RATED WALLS AND REFER TO SHEET A-61.3 FOR HEAD OF WALL CONDITION OF ALL RATED WALLS.

11. AT TILED WALLS, STOP TILE AND BACKER BOARD AT CEILING, PROVIDE 5/8" TYPE "X" GYP. BD. FOR REMAINING HEIGHT OF WALL.

12. CONTRACTOR SHALL PROVIDE AND INSTALL ALL STIFFENERS, BRACING, BACKING PLATES, AND SUPPORTING BRACKETS REQUIRED FOR THE INSTALLATION OF ALL CASEWORK, STAIR RAILINGS, TOILET ACCESSORIES, PARTITIONS, AND ALL WALL MOUNTED OR SUSPENDED MECHANICAL, ELECTRICAL, PLUMBING, AUDIO VISUAL, THEATRICAL, AND ANY OTHER EQUIPMENT.

WALL TYPE GENERAL NOTES

TYPICAL WALLS

WALL TYPE SYMBOL LEGEND

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18301 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC_______ FLS_______ SS________
DATE ____________________

REVISIONS:

	DESCRIPTION	DATE
20	BULLETIN 20	01/05/18

DATE ISSUED: 01/08/16
PROJECT NO: 1340159
SCALE: 3" = 1'-0"

SHEET NUMBER: A-61.2
SHEET TITLE:

WALL TYPES - WOOD FRAMING

SVA ARCHITECTS

3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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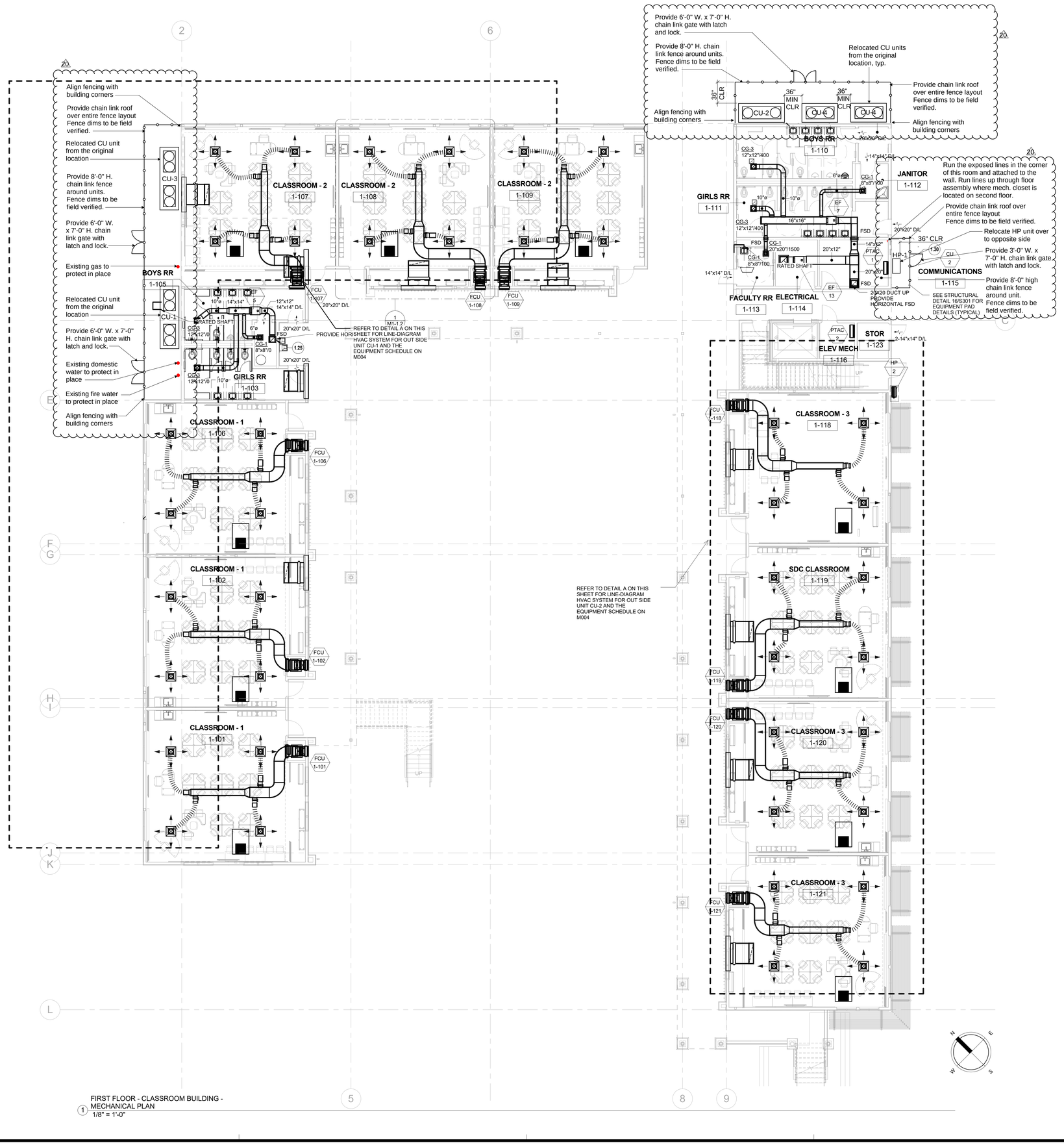


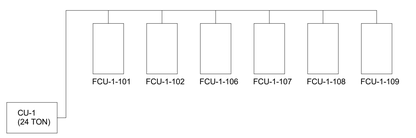
FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES :

MARK

1.25 12"X12" DUCT UP THRU SECOND FLOOR TO F- SEE DETAIL #16 ON SHEET S-301.

1.30 6" DEEP PAD FOR MECHANICAL EQUIPMENT



1. THIS DIAGERAM INDICATES A TYPICAL SYSTEM FOR WEST AND NORTH CALSSROOMS ON THE 1ST LEVEL.

ALSO , THE FOLLOWING ARE SIMILAR GROUPINGS:

2. A 16 TON CU-2 OUTDOOR CONDENSING UNIT SERVING FCU-1-118, 119, 120, 121 FAN COIL UNITS IN EAST CLASSROOMS ON 1ST LEVEL.
3. A 24 TON CU-3 OUTDOOR CONDENSING UNIT SERVING FCU-1-201, 202, 206, 207, 208, 209 FAN COIL UNITS IN WEST AND PART NORTH CLASSROOMS ON THE 2ND LEVEL.
4. A 22 TON CU-4 OUTDOOR CONDENSING UNIT SERVING FCU-1-210, 211, 213, 214, 215, 216 FAN COIL UNITS IN NORTH AND EAST CLASSROOMS ON THE 2ND LEVEL.

A TYPICAL HVAC SYSTEM - SAMPLE LINE DIAGRAM

DESCRIPTION

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMON No. C-16571 JAN. 31, 2017 STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER MECHANICAL NO. 22089 EXP. 12-31-17 STATE OF 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

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
20	BULLETIN 20	01/05/18

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-1.1

SHEET TITLE: CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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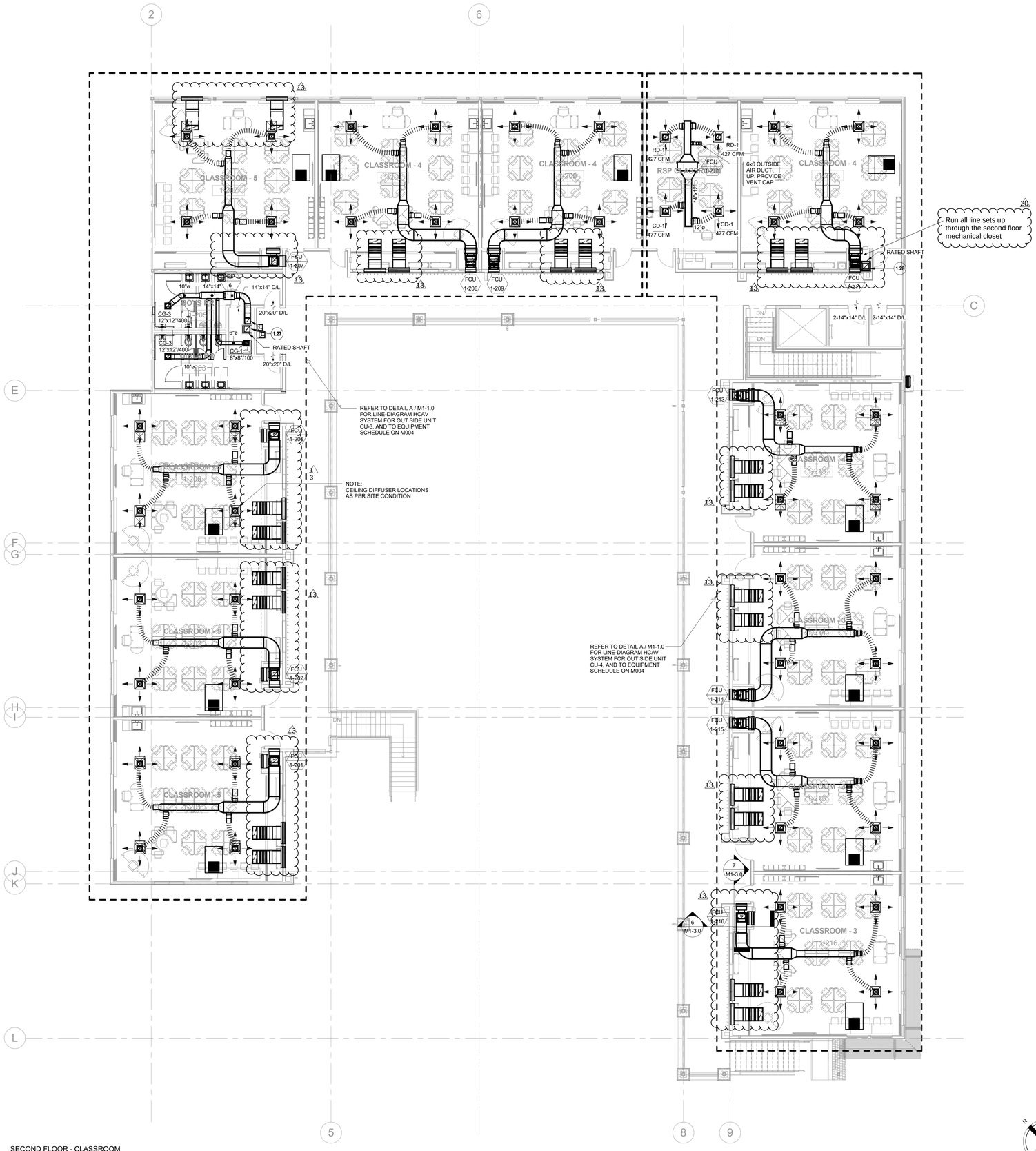

1 SECOND FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES :

MAR K	DESCRIPTION
1.27	12"X12" DUCT UP THRU ROOF
1.28	12"X14" DUCT UP THRU ROOF
4.11	3/4" CW DOWN TO L-2 (TYP.)
4.12	3/4" CW & HW DOWN TO SS-1
4.17	2" CW LINE UP TO RESTROOM GROUP ABOVE
4.18	3/4" HW LINE UP TO SS-1 ABOVE
4.20	1-1/2" CW DOWN TO WC-1 (TYP.)
4.21	1-1/2" CW DOWN TO WC-2
4.40	3/4" CW DOWN TO DRINKING FOUNTAINS
4.50	1" CW DOWN AND 1" HW UP FROM WATER HEATER
4.60	PROVIDE CW BALL VALVE IN CEILING WITH ACCESS HATCH
4.70	RESTROOM GROUP #1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

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DIVISION OF THE STATE ARCHITECT
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AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
13	BULLETIN 13	10/26/17
20	BULLETIN 20	01/05/18

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-2.0

SHEET TITLE:

CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
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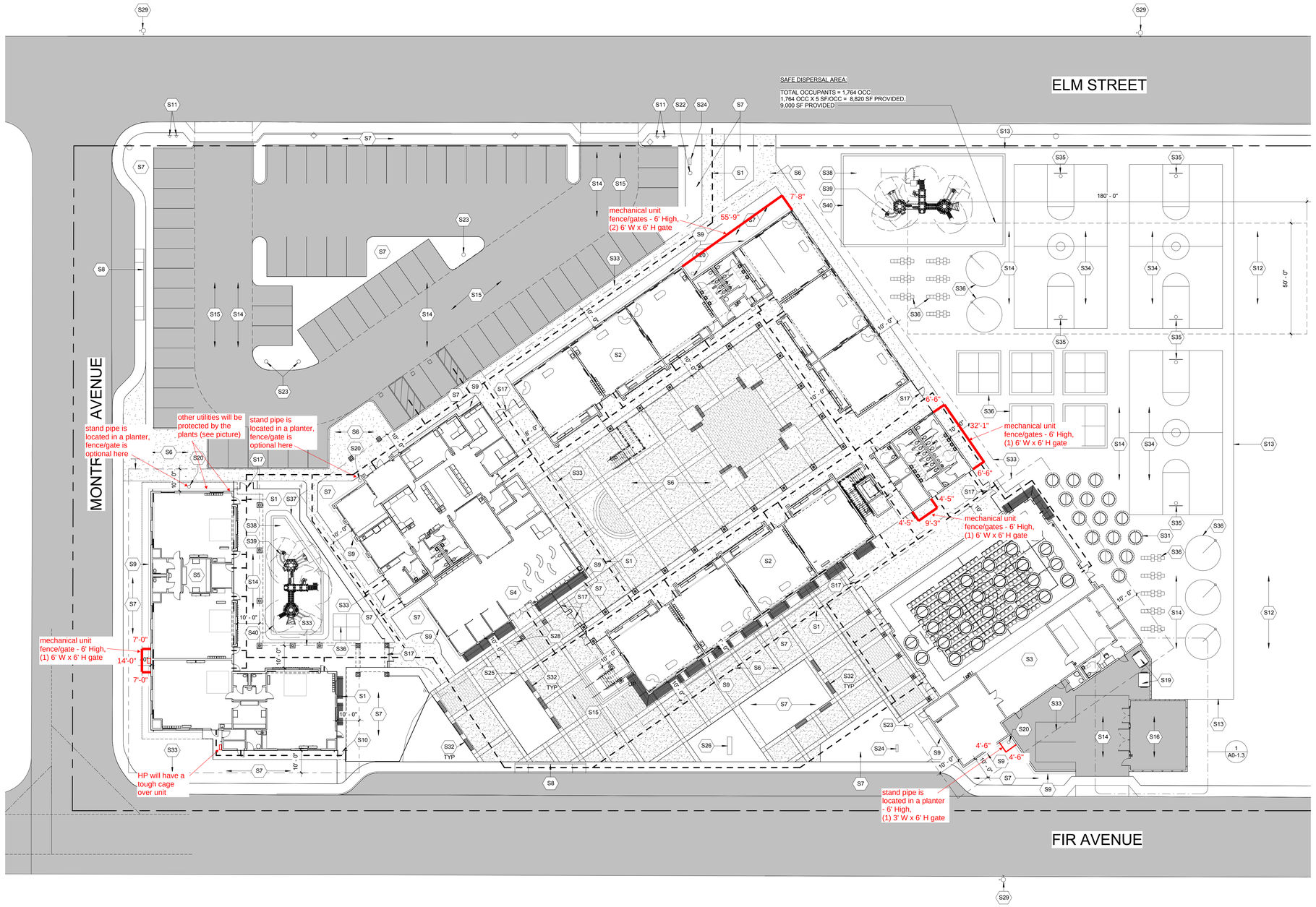

MECHANICAL UNIT FENCING PLAN

- S1 PATH OF TRAVEL CONNECTION TO ACCESSIBLE PARKING SPACES, SEE NOTE BELOW
- S2 NEW CLASSROOM BUILDING (BLDG 1), SEE SHEET A1-11.1
- S3 NEW MULTIPURPOSE BUILDING (BLDG 2), SEE SHEET A2-11.1
- S4 NEW ADMINISTRATION BUILDING (BLDG 3), SEE SHEET A3-11.1
- S5 NEW KINDERGARTEN BUILDING (BLDG 4), SEE SHEET A4-11.1
- S6 NEW CONCRETE PAVING PER CIVIL DRAWINGS
- S7 NEW LANDSCAPE PER LANDSCAPE DRAWINGS
- S8 NEW DROP OFF ZONE PER DETAIL 10/GEN-5
- S9 NEW CONCRETE MAINTENANCE BAND PER DETAIL 3/A-63.6
- S10 NEW 3' - 0" GATE AND FENCING PER DETAIL 1/A-63.5
- S11 NEW FIRE LANE SIGNAGE AND TOW AWAY SIGNAGE PER DETAIL 1& 9/GEN-5
- S12 NEW PLAYFIELDS PER LANDSCAPE DRAWINGS
- S13 ASPHALT PAVING TO GRASS TRANSITION PER DETAIL 4/A-63.5
- S14 NEW AC PAVING PER CIVIL DRAWINGS
- S15 NEW FIRE ACCESS LANE, 26'-0" WIDE MIN.
- S16 MAIN ELECTRICAL ENCLOSURE, REFER TO ENLARGED PLANS
- S17 NEW 6'-0" GATE AND FENCING PER DETAIL 8/A-63.5
- S18 LIGHTING PER ELECTRICAL DRAWINGS
- S19 NEW TRASH CANS. DISTRICT TO SELECT, TRASH SERVICE TO PROVIDE
- S20 FIRE RISER PER FIRE SPRINKLER DRAWINGS
- S21 OVER EXCAVATION OF FOOTING (SHOWN DASHED)
- S22 NEW FDC PER CIVIL DRAWINGS
- S23 NEW PIV PER CIVIL DRAWINGS
- S24 NEW DOUBLE DETECTOR CHECK PER CIVIL DRAWINGS
- S25 NEW FLAGPOLE PER DETAIL 8/A-64.4
- S26 NEW MARQUEE SIGN PER DETAIL 15/A-64.4
- S27 NOT USED
- S28 NEW FIRE HYDRANT PER CIVIL DRAWINGS
- S29 EXISTING FIRE HYDRANT PER CIVIL DRAWINGS
- S30 NOT USED
- S31 ROUND TABLES WITH BENCH SEATS, O.F.O.I.
- S32 BENCHES PER SPECIFICATIONS
- S33 ASSUMED PROPERTY LINE
- S34 BASKETBALL COURT STRIPING PER DETAIL 8/A-63.6
- S35 BASKETBALL POLE PER DETAIL 7/A-63.6
- S36 PLAYGROUND STRIPING PER SHEET A-63.6
- S37 PLAYGROUND TRACK STRIPING, 3" WHITE STRIPING, 30" WIDE TRACK
- S38 PROVIDE AND INSTALL RUBBERIZED PLAY SURFACING. COLOR PER ARCHITECTS DIRECTION. REFER TO DETAIL 7/A-63.5
- S39 RELOCATE AND INSTALL EXISTING PLAY EQUIPMENT RELOCATED FROM PLAY AREA TO PROPOSED LOCATION. CONTRACTOR TO REPAIR/REPLACE ANY DAMAGED PARTS DURING REMOVAL AND RELOCATION. PROVIDE NEW FOOTINGS AT ALL POST LOCATIONS.
- S40 CONSTRUCT 4" THICK X 12" WIDE NATURAL GREY CONCRETE BANDS AS SHOWN WITH MEDIUM BROOM FINISH. REFER TO DETAIL 10/A-63.5

SITE PLAN LEGEND

LOT A:
69 TOTAL PARKING SPACES
2 ACCESSIBLE SPACES
1 VAN ACCESSIBLE SPACE

PARKING CALCULATION

PATH OF TRAVEL NOTE

PATH OF TRAVEL (P.O.T.) AS INDICATED IS A BARRIER FREE ACCESS WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL, AS IS AT LEAST 4'-0" WIDE, SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. MAXIMUM CROSS SLOPE IS 2% MAX AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5%. PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 6'-8" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL BETWEEN 2'-3" AND 6'-8" ABOVE SURFACE OF PATH OF TRAVEL. ARCHITECT SHALL VERIFY THAT ALL BARRIERS ON THE INDICATED PATH OF TRAVEL HAVE BEEN REMOVED AND PATH OF TRAVEL COMPLIES WITH CBC SECTION 11B-202.4.

N W E S

SITE PLAN | 1" = 20'-0" | 1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMON
No. C-18301
JAN. 31, 2017
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: As indicated

SHEET NUMBER: A0-1.1

SHEET TITLE:

SITE PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 362 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/8/2018

DESCRIPTION OF WORK

Santa Barbara Glass RFI 443 Breakout Storefront Doors

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add storefront glass doors to the Breakout Rooms in the administration Building Reason: Not shown in plans Requested By: SVA Architects Ref: RFI 443	Santa Barbara Glass Co	8,216
	Subtotal:	8,216
Contractual Costs		
Overhead 15%		1,232
	Subtotal:	1,232
	Total Change Order Request Amount:	**9,448**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

SANTA BARBARA GLASS COMPANY
6385 ROSE LANE
CARPENTERIA, CA 93013
LIC#245557

DATE: July 5, 2018

Elm Street Elementary School PTC: **Santa Barbara Glass Company**

Bernards Builders COST PROPOSAL # :

Field order #: RFI 443 and RFI 456

COST PROPOSAL

DESCRIPTION OF CHANGE :

Per RFI's 443 and 456 add (3) additional storefront doors and required storefront framing to complete the door assembly.

Doors/frames to be Wide Stile prepped to receive door hardware furnished by others. Door hardware cost is not included.

Finish of Doors and Frames to be Painted Kynar finish to match UC106692F Medium Bronze

LEAD TIME IS 8 WEEKS AFTER APPROVED CHANGE ORDER AND SHOP DRAWINGS APPROVAL.

	MATERIAL			LABOR			EQUIPMENT		
ITEM DESCRIPTION	QUANTITY	UNIT COST	EXTENTION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
New doors & frames	3	$ 1,303.00	$ 3,909.00	15	$ 81.10	$ 1,216.50			$ -
Glass in doors	3	$ 63.00	$ 189.00	8	$ 83.04	$ 664.32			$ -
Freight	1	$ 276.00	$ 276.00		$ -	$ -			$ -
Shop drawing submittal	1	$ 500.00	$ 500.00		$ -	$ -			$ -
		$ -	$ -		$ -	$ -			$ -
		$ -	$ -		$ -	$ -			$ -
		$ -	$ -		$ -	$ -			$ -
		$ -	$ -		$ -	$ -			$ -
			$ -		$ -	$ -			$ -
			$ -		$ -	$ -			$ -
		$ -	$ -		$ -	$ -			$ -
									$ -
SUBTOTALS:			$ 4,874.00			$ 1,880.82			$ -

MATERIAL		$	4,874.00
SALES TAX (8.00)	8.00%	$	389.92
LABOR		$	1,880.82
LABOR BURDEN (%) INCLUDED IN LABOR COST INCLUDING SUBSISTENCE		$	-
EQUIPMENT		$	-
SUBTOTAL DIRECT COSTS		$	7,144.74
O&P (15%)	15%	$	1,071.71

SUBTOTAL	**$**	**8,216.45**

SUBCONTRACTOR MATERIAL		$	-
SUBCONTRACTOR SALES TAX (7.75%)	INCLUDED	$	-
SUBCONTRACTOR LABOR		$	-
SUBCONTRACTOR LABOR 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	**$**	**8,216.45**
	$	**-**
TOTAL **Add to Contract**	**$**	**8,216.45**

SUBMITED BY: Ed Dickson

TITLE / COMPANY: Project Manager/ Santa Barbara Glass Company

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Santa Barbara Glass Co	**Trade:**	Glazier
Date:	6/22/2018	**Classification:**	Foreman
Project:	Elm Elementary		
Rate Effective Through:	June 1, 2018 thru May 31, 2019	**Union :**	Yes **Non Union:**

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 43.65	$ 65.48	$ 87.30
	Vacation & Holiday Accrual	$ 2.05	$ 2.05	$ 2.05
	Hourly Taxable Wage Costs Subtotal	**$ 45.70**	**$ 67.53**	**$ 89.35**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.71	$ 4.06	$ 5.41
	Medicare	$ 0.63	$ 0.95	$ 1.27
	FUI	$ 0.05	$ 0.08	$ 0.10
	SUI	$ 0.38	$ 0.58	$ 0.77
	Workers Compensation Insurance	$ 9.23	$ 9.23	$ 9.23
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 13.00**	**$ 14.89**	**$ 16.78**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.42	$ 7.42	$ 7.42
	Pension & Retirement (or equivalent)	$ 15.31	$ 15.31	$ 15.31
	Training (or equivalent)	$ 1.61	$ 1.61	$ 1.61
	Hourly Benefits Subtotal	**$ 24.34**	**$ 24.34**	**$ 24.34**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 83.04**	**$ 106.76**	**$ 130.47**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Santa Barbara Glass Co	**Trade:**	Glazier
Date:	6/22/2018	**Classification:**	Journeyman
Project:	Elm Elementary		
Rate Effective Through:	June 1, 2018 thru May 31, 2019	**Union :**	Yes **Non Union:**

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.15	$ 63.23	$ 84.30
	Vacation & Holiday Accrual	$ 2.05	$ 2.05	$ 2.05
	Hourly Taxable Wage Costs Subtotal	**$ 44.20**	**$ 65.28**	**$ 86.35**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.61	$ 3.92	$ 5.23
	Medicare	$ 0.61	$ 0.92	$ 1.22
	FUI	$ 0.05	$ 0.08	$ 0.10
	SUI	$ 0.37	$ 0.56	$ 0.74
	Workers Compensation Insurance	$ 8.91	$ 8.91	$ 8.91
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 12.56**	**$ 14.38**	**$ 16.20**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.42	$ 7.42	$ 7.42
	Pension & Retirement (or equivalent)	$ 15.31	$ 15.31	$ 15.31
	Training (or equivalent)	$ 1.61	$ 1.61	$ 1.61
	Hourly Benefits Subtotal	**$ 24.34**	**$ 24.34**	**$ 24.34**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 81.10**	**$ 104.00**	**$ 126.89**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 443

Project: Elm Elementary School Reconstruction Project

Date: 06-13-18
Discipline: Architectural

Subject: Storefront Doors in Breakout Rooms

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-41.1	1	
A3-52.2	1	

QUESTION

1. Please confirm that we are adding storefront doors in the Breakout rooms 3-128, 3-129, and 3-130.

2. If yes, Please provide the details of the storefront doors that are to go into the Break out rooms 3-128, 3-129, and 3-130.

ANSWER

Confirmed. See attached sketches.

Tom Bardwell
SVA Architects
6/25/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Santa Barbara Glass Co	Dan Hope	6/25/2018
Sheldon Mechanical Corp	Dillion Boute	6/25/2018
Abdellatif Enterprises Inc	Hazem Abdella6f	6/25/2018
Pacific Interiors Enterprise	Curtis Dowell	6/29/2018
Cali USA Acoustics Inc	Diego Velasquez	6/29/2018
Construction Hardware Co	Kurt Hervas	6/29/2018
Taft Electric Co	Matt Gobuty	6/29/2018
Vanguard Painting	Thomas Roerich	6/29/2018

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: Joseph Teresi - Bernards
Submitted By: Joseph Teresi - Bernards

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 443

Project: Elm Elementary School Reconstruction Project

Date: 06-13-18
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DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-41.1	1	
A3-52.2	1	

QUESTION

1. Please confirm that we are adding storefront doors in the Breakout rooms 3-128, 3-129, and 3-130.

2. If yes, Please provide the details of the storefront doors that are to go into the Break out rooms 3-128, 3-129, and 3-130.

ANSWER

Confirmed. See attached sketches.

Tom Bardwell
SVA Architects
6/25/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Santa Barbara Glass Co	Dan Hope	6/25/2018
Sheldon Mechanical Corp	Dillion Boute	6/25/2018
Abdellatif Enterprises Inc	Hazem Abdella6f	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: Joseph Teresi - Bernards
Submitted By: Joseph Teresi - Bernards

REQUEST FOR INFORMATION

RFI No.: 443

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 06-13-18
Discipline: Architectural

Subject: Storefront Doors in Breakout Rooms

Response Requested By: 06-20-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-41.1	1	
A3-52.2	1	

QUESTION

1. Please confirm that we are adding storefront doors in the Breakout rooms 3-128, 3-129, and 3-130.

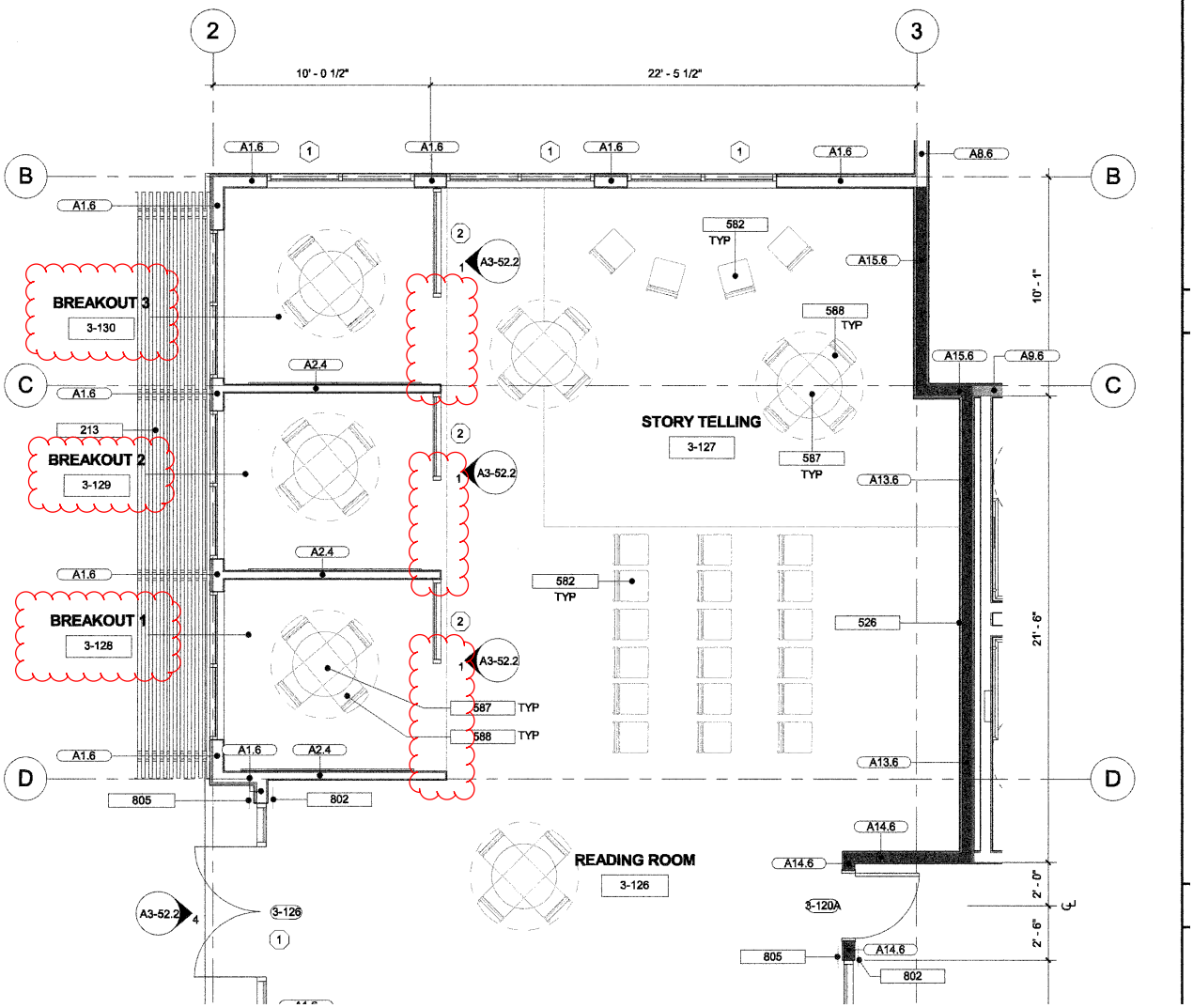
2. If yes, Please provide the details of the storefront doors that are to go into the Break out rooms 3-128, 3-129, and 3-130.

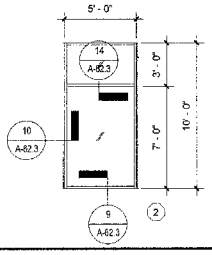
ANSWER

Confirmed. See attached sketches.

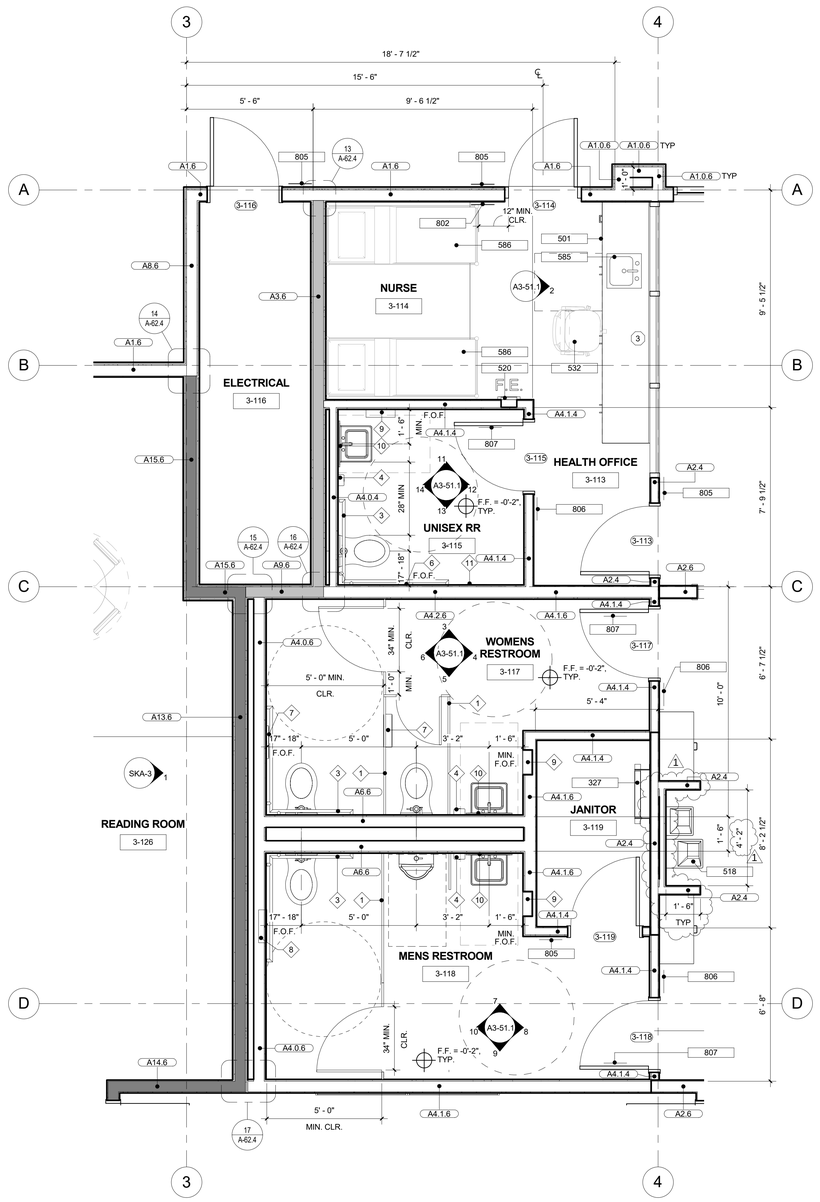
Response Provided By:	Tom Bardwell	SVA Architects	6/25/18
	Name	Company	Date

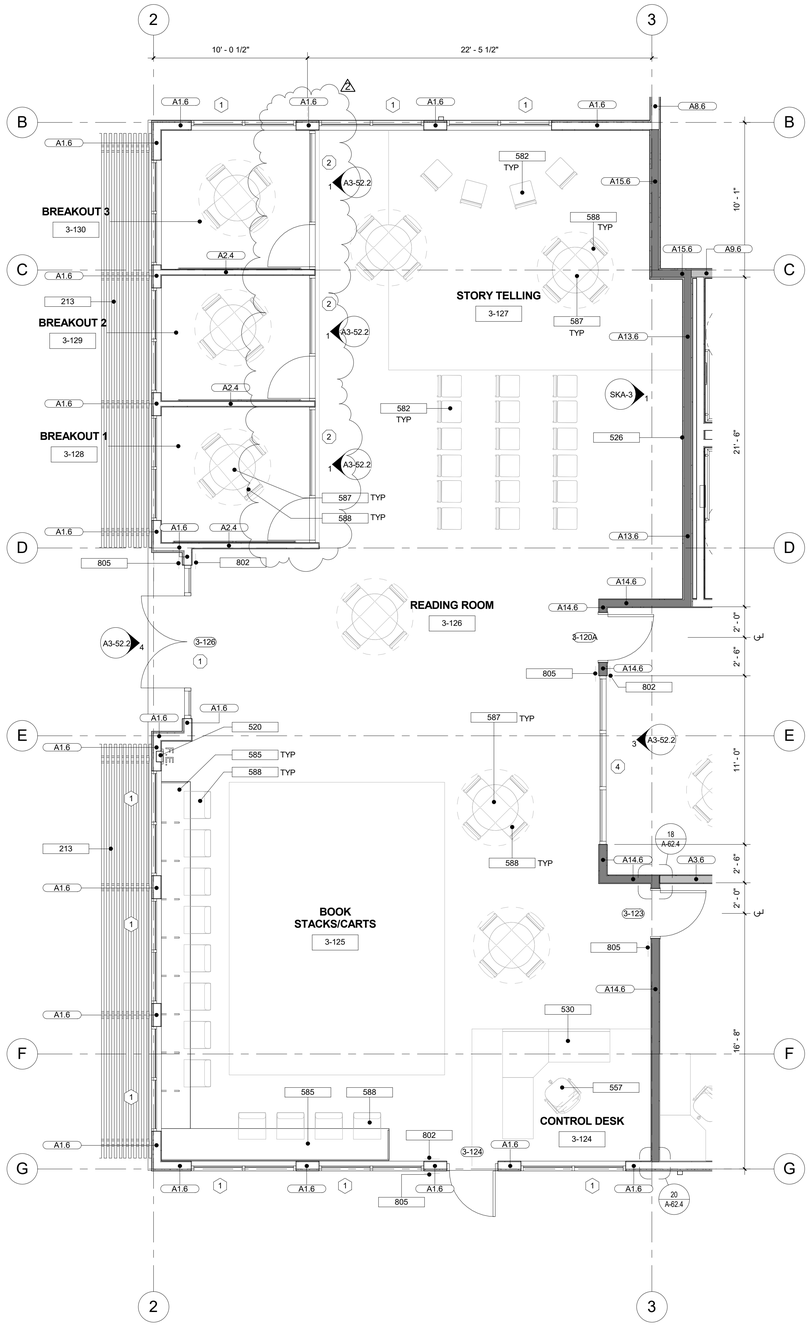
Question Initiated By: Joseph Teresi - Bernards
Submitted By: Joseph Teresi - Bernards





BREAKOUT ROOM STOREFRONT (3-128, 3-129, 3-130) | 3/16" = 1'-0" | 1





?	DESCRIPTION
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
327	ROOF LADDER PER DETAIL 2/A-64.4
501	PLASTIC LAMINATE CASEWORK W/ 4" BACKSPLASH - WITH STAINLESS SINK, REFER INTERIOR ELEVATION FOR TYPE. ANCHORAGE PER DETAIL 3/A-64.3
518	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN PER PLUMBING DRAWINGS AND 6/GEN-4
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
526	WALL MOUNTED 100" FLAT SCREEN DISPLAY, W/ MIN. 3 HDMI INPUTS & BUILT-IN WI-FI CAPABILITY OR EQ. - PROVIDE ADEQUATE BLOCKING FOR ADJUSTABLE ARM, SEE SPECS
530	RECEPTION DESK W/ SOLID SURFACE COUNTERTOP, SEE DETAILS 8/A-64.3, O.F.O.I.
532	'HON' ADMINISTRATIVE CHAIR, O.F.O.I.
557	'HON' 'SMARTLINK' TEACHER CHAIR (TASK SWIVEL), O.F.O.I.
582	STACKABLE CHAIRS, O.F.O.I.
585	PLASTIC LAMINATE COUNTERTOP, ANCHORAGE PER DETAIL 8/A-64.3
586	FIRST-AID KIT COT/BED W/ PADDED VINYL UPHOLSTERY, PAPER DISPENSER, TORSION BAR AND NO-SAG SPRINGS, O.F.O.I.
587	ROUND SHAPE TABLE - 36" DIA, O.F.O.I.
588	FLEXIBLE/COMFORTABLE READING CHAIRS, O.F.O.I.
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
806	TACTILE RESTROOM WALL SIGN, SEE DETAILS 6,7,8/GEN-3
807	RESTROOM DOOR SIGNAGE, SEE DETAILS 1,2,3,4/GEN-3

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-5837. REFER TO DETAIL 5/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-3094
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	NOT USED.
13	SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
14	HAND DRYER, BRADLEY AERIX 2902-287400
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

- 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 A3-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-52.2
- 1 — STOREFRONT WINDOW, REFER TO A3-52.2
- 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.

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033

LICENSED ARCHITECT ROBERT M. SIMON No. C-18311 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	RFI 111	8/11/17
2	RFI 443	6/25/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159-Bldg 3

SCALE: As indicated

SHEET NUMBER: A3-41.1

SHEET TITLE:

ADMIN - BLDG. 3 - ENLARGED PLANS

SVA ARCHITECTS

3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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3-116 R.R., 3-121 WOMENS RESTROOM & 3-122 MENS RESTROOM ENLARGED FLOOR PLAN | 3/8" = 1'-0" | 2

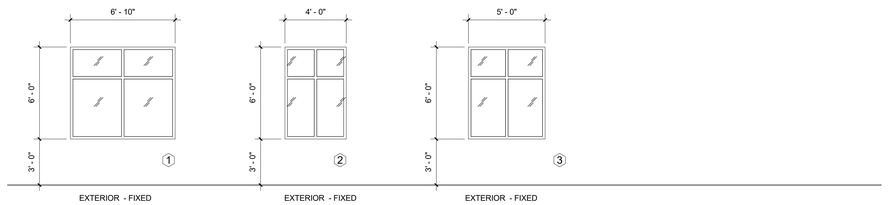
ENLARGED STUDENT INFORMATION CENTER FLOOR PLAN | 1/4" = 1'-0" | 1

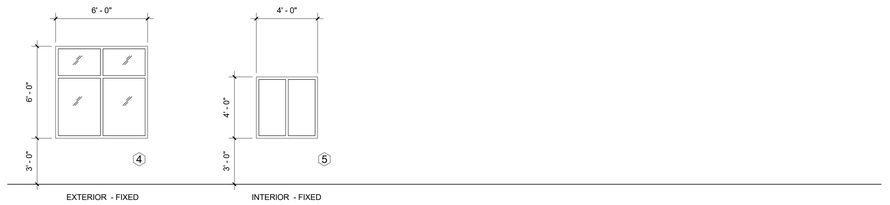
FLOOR PLAN LEGEND

WINDOW SCHEDULE											
TYPE	DESCRIPTION	DIMENSION		FRAME		GLAZING	DETAILS			FIRE RATING
		WIDTH	HEIGHT	MATERIAL	FINISH		HEAD	JAMB	SILL	
1	EXTERIOR-FIXED	6' - 10"	6' - 0"	AL	FPFP	TG	1/A-62.2	2/A-62.2	3/A-62.2	-
2	EXTERIOR-FIXED	4' - 0"	6' - 0"	AL	FPFP	TG	1/A-62.2	2/A-62.2	3/A-62.2	-
3	EXTERIOR-FIXED	5' - 0"	6' - 0"	AL	FPFP	TG	1/A-62.2	2/A-62.2	3/A-62.2	-
4	INTERIOR-FIXED	6' - 0"	6' - 0"	AL	FPFP	TG	1/A-62.2	2/A-62.2	3/A-62.2	-
5	INTERIOR-FIXED	4' - 0"	4' - 0"	AL	FPFP	TG	6/A-62.2	6/A-62.2	7/A-62.2	-

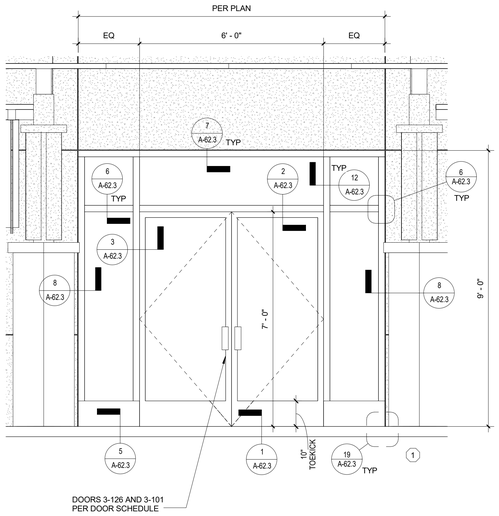
ABBREVIATIONS

AL	-	ALUMINUM
AC	-	ANODIZED CLEAR
BZ	-	ANODIZED BRONZE
FPFP	-	FACTORY PRIMED, FIELD PAINTED
FRG	-	FIRE-RESISTIVE SAFETY GLAZING (LAMINATED), SEE SPECS
GS	-	GALVANIZED STEEL
ST	-	STEEL
SS	-	STAINLESS STEEL
TG	-	TEMPERED GLASS
FIG	-	1 1/8" FIRE RATED - INSULATED GLASS (5/16" FIRELITE PLUS / 9/16" AIR SPACE / 1/4" FLOAT GLASS)

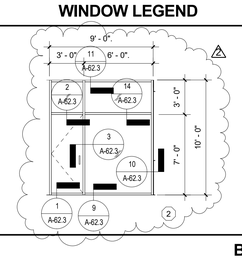




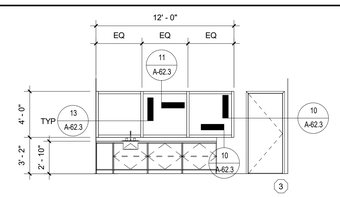
WINDOW LEGEND



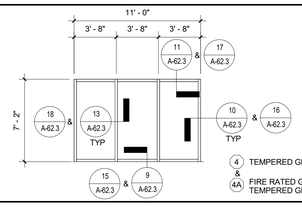
ADMIN STOREFRONT ELEVATION (3-126) AND (3-101) SIM | 1/2" = 1'-0" | 4



BREAKOUT ROOM STOREFRONT (3-128, 3-129, 3-130) | 3/16" = 1'-0" | 1



HEALTH OFFICE STOREFRONT (3-113) | 3/16" = 1'-0" | 2



MAKERS SPACE STOREFRONT (3-120) | 3/16" = 1'-0" | 3

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033

LICENSED ARCHITECT
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A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
2	RFI 443	6/25/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159-Bldg 3

SCALE: As indicated

SHEET NUMBER: A3-52.2

SHEET TITLE:

ADMIN - BLDG. 3 - WINDOW SCHEDULE

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 366 R1

Project: Elm Elementary School Reconstruction Project

Date: 11/8/2018

DESCRIPTION OF WORK

Eberhard - RFI 494

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add TPO on top of parapet walls of MPR Building.	Eberhard Inc	3,338
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 494		
	Subtotal:	3,338
Contractual Costs		
Overhead 15%		501
	Subtotal:	501
	Total Change Order Request Amount:	**3,839**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVISED

*Revised to Current Labor Rates 09/21/2018 4:28:32 PM

Eberhard Request for Change Order

COMPANY:	**Bernards**	PROJECT NAME:	**Elm Street Elementary School**
			Administration & MPR Building Roof
CONTACT:	Jaime Pace	WORK AREA:	Areas for Single Ply
ADDRESS:	555 First Street	DATE:	8/24/2018
CITY, STATE, ZIP:	San Fernando, CA 91340	Change Order #:	17
PHONE:	(818) 898-1521	Eberhard Job #:	7048
FAX:	(818) 898-4909		

Scope of Work: Per RFI #494 - We are providing & Installing TPO Single Ply Membrane to the Top of the Parapet Wall as Noted per the RFI & Drawing Keynote 328, Detail A64.2

Item Number	Material Itemized - Net Actual Cost	Quantity	Unit	Unit Price	Material Cost
1.1	.060 Mil TPO Single Ply Membrane	1	5 Sq	295.00	295
1.2	TPO 8" Cover Strip	3	50' Rl	148.55	446
1.3	TPO Bonding Adhesive	2	5 Gal	211.59	423
1.4				-	-
1.5				-	-
1.6				-	-
1.7				-	-
1.8				-	-
				Item 1 Material Sub-Total	**1,164**

Item Number	Labor Itemized - Net Actual Cost	Quantity	Unit	Unit Price	Labor Cost
2.1	Load Material	4.00	Hours	72.55	290
2.2	Install .060 Mil TPO Single Ply @ Top of Parapet Wall	10.00	Hours	72.55	726
2.3			Hours	-	-
2.4			Hours		-
2.5			Hours		-
				Item 2 Labor Sub-Total	**1,016**

Item Number	Rented Equipment Itemized	Quantity	Unit	Unit Price	Rented Equip Cost
3.1				-	-
3.2					-
3.3					-
3.4					-
				Item 3 Rental Equipment Sub-Total	**-**

Item Number	Misc. Items, Subsisteance, Testing, Inspections	Quantity	Unit	Unit Price	Misc. Cost
4.1	Freight from Salt Lake City, UT	1.00	LS	305.00	305
4.2					-
				Item 4 Sub-Total	**305**

Item Number	Deducted or Deleted Items or Returns	Quantity	Unit	Unit Price	Deducted Cost
5.1				-	-
5.2					-
5.3					-
				Item 5 Sub-Total	**-**

Time Extension: 1 Days Requested

Freight	**305**
Sales Tax (9.75%) on Item 1 Materials	113
Sales Tax (9.75%) on Item 3 Rental Equipment	-
Sales Tax Subtotal	**113**
Items 1-4 + Freight + Tax Subtotal	2,903
OH&P (15%)	435
Subtotal	**3,338**
Item 5 Subtotal	-
OH&P (5%)	-
Subtotal	**-**
Grand Total	**3,338**

Exclusions:

Michael A Williams — Submitted By

8/24/2018 — Date

BERNARDS BUILDERS MANAGEMENT SERVICES
HOURLY LABOR COST RATES

Sub/Contractor:	EBERHARD	Trade:	Roofing
Date:	21-Sep-18	Classification:	Journeyman
Project:	Elm Elementary School	Union:	X
Rate Effective Through:	8/01/2018 - 07/31/2019	Non Union	

	Straight Time	Overtime (1 & 1/2)	Premium Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 34.37	$ 51.56	$ 17.19
Vacation & Holiday Accrual	$ 3.75	$ 3.75	$ -
Hourly Taxable Wage Costs Subtotal	$ 38.12	$ 55.31	$ 17.19
B HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.36	$ 3.43	$ 1.07
Medicare	$ 0.55	$ 0.80	$ 0.25
FUI	$ 0.80	$ 1.16	$ 0.36
SUI	$ 2.36	$ 3.43	$ 1.07
Workman's Compensation Insurance	$ 10.78	$ 10.78	$ -
General Liability Insurance (N/A - OCIP GL)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 16.86	$ 19.60	$ 2.74
C HOURLY BENEFITS			
Health and Welfare (or equivalent)	$ 8.31	$ 8.31	$ -
Pension & Retirement (or equivalent)	$ 7.15	$ 7.15	$ -
Training (or equivalent)	$ 2.11	$ 2.11	$ -
Hourly Benefits Subtotal	$ 17.57	$ 17.57	$ -
TOTAL HOURLY WAGE (A+B+C)	$ 72.55	$ 92.47	$ 19.93

Factors NOT allowed in the above hourly labor cost rates:

1. Overhead
2. Profit
3. Vehicle & transportation expenses
3. Small tools
5. Consumables
6. Bonus or Incentive Payments
7. Communications
8. Supervision

BERNARDS BUILDERS MANAGEMENT SERVICES
HOURLY LABOR COST RATES

Sub/Contractor:	EBERHARD	Trade:	Roofing
Date:	21-Sep-18	Classification:	Journeyman
Project:	Elm Elementary School	Union:	X
Rate Effective Through:	8/01/2018 - 07/31/2019	Non Union	

	Straight Time	Overtime (1 & 1/2)	Premium Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 34.37	$ 51.56	$ 17.19
Vacation & Holiday Accrual	$ 3.75	$ 3.75	$ -
Hourly Taxable Wage Costs Subtotal	$ 38.12	$ 55.31	$ 17.19
B HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.36	$ 3.43	$ 1.07
Medicare	$ 0.55	$ 0.80	$ 0.25
FUI	$ 0.80	$ 1.16	$ 0.36
SUI	$ 2.36	$ 3.43	$ 1.07
Workman's Compensation Insurance	$ 10.78	$ 10.78	$ -
General Liability Insurance (N/A - OCIP GL)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 16.86	$ 19.60	$ 2.74
C HOURLY BENEFITS			
Health and Welfare (or equivalent)	$ 8.31	$ 8.31	$ -
Pension & Retirement (or equivalent)	$ 7.15	$ 7.15	$ -
Training (or equivalent)	$ 2.11	$ 2.11	$ -
Hourly Benefits Subtotal	$ 17.57	$ 17.57	$ -
TOTAL HOURLY WAGE (A+B+C)	$ 72.55	$ 92.47	$ 19.93

Factors NOT allowed in the above hourly labor cost rates:

1. Overhead
2. Profit
3. Vehicle & transportation expenses
3. Small tools
5. Consumables
6. Bonus or Incentive Payments
7. Communications
8. Supervision

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 494

Project: Elm Elementary School Reconstruction Project

Date: 08-20-18
Discipline: Architectural

Subject: Finishes at MPR Bldg parapet wall

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.2	11	
A2-32.3		

QUESTION

Detail 11/A-64.2 calls for GFRC panels at parapet top. However, TPO at the top, T1-11 at the bottom, and hardie board fascia was used at admin bldg. Please confirm we are to provide similar finishes (TPO at the top, T1-11 at the bottom, and hardie board fascia on the inside) even for MPR bldg., as used in admin bldg.

ANSWER

Confirmed.
Tom Bardwell
SVA Architects
8/21/2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdella6f	8/21/2018
Eberhard Inc	Mike Williams	8/21/2018

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: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 494

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 08-20-18
Discipline: Architectural

Subject: Finishes at MPR Bldg parapet wall

Response Requested By: 08-27-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.2	11	
A2-32.3		

QUESTION

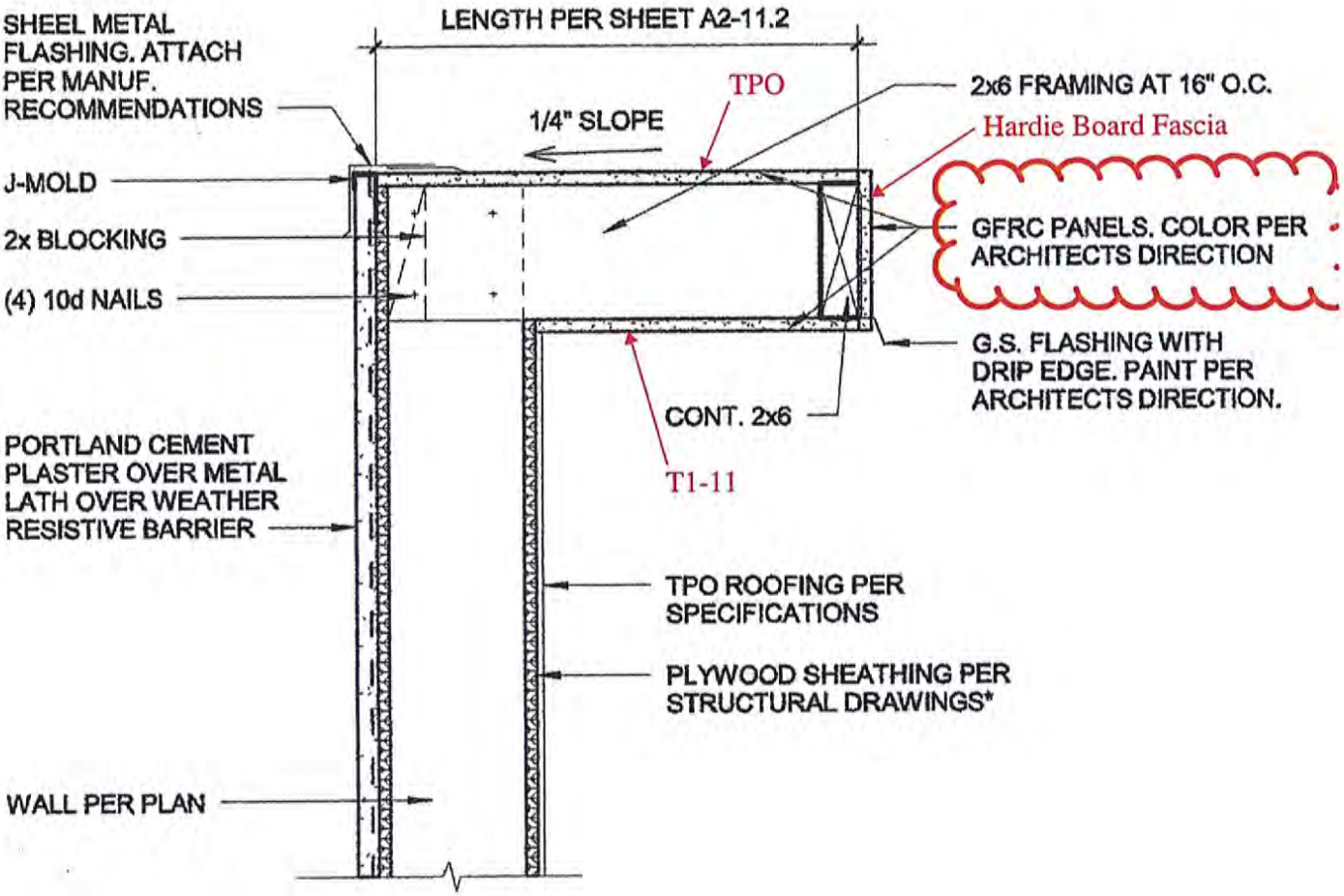
Detail 11/A-64.2 calls for GFRC panels at parapet top. However, TPO at the top, T1-11 at the bottom, and hardie board fascia was used at admin bldg. Please confirm we are to provide similar finishes (TPO at the top, T1-11 at the bottom, and hardie board fascia on the inside) even for MPR bldg., as used in admin bldg.

ANSWER

Confirmed.

Response Provided By: Tom Bardwell (Name) SVA Architects (Company) 8-21-18 (Date)

Question Initiated By: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards



NOTE:
* APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/S-621

PARAPET TOP | 1 1/2" = 1'-0" | 11

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 371 R0

Project: Elm Elementary School Reconstruction Project

Date: 11/14/2018

DESCRIPTION OF WORK

Merit Kindergarten Downspouts

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add two downspouts at Kindergarten Building.	Merit Metal Products Inc	2,300
Reason: Added in Bulletin 19.		
Requested By: SVA Architects		
Ref: Bulletin 19		
	Subtotal:	2,300
Contractual Costs		
Overhead 15%		345
	Subtotal:	345
	Total Change Order Request Amount:	**2,645**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

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

CHANGE ORDER #3

February 1, 2018

To: Bernards Bros., Inc.
555 First Street
San Fernando, CA 91340

Project: Elm Elementary School Reconstruction Project'
450 E. Elm Street
Oxnard, CA 93033

Change Order includes the fabrication and installation of the following:

2 additional downspouts at Kindergarten Building at Column Line "E" west elevation

Labor	
9 hrs x $84.59 per hr	$761.31
15% M.U. & O.H.	$114.20
	$875.51
Materials	$1,200.00
15% M.U. & O.H.	$180.00
	$875.51
Vehicle, misc. fasteners and equipment	$44.49

TOTAL PRICE FOR CHANGE ORDER #3: $2,300.00

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Merit Metal Products, Inc.	**Trade:**	Sheet Metal
Date:	8/17/2017	**Classification:**	Journyman
Project:	Elm Elementary School		
Rate Effective Through:	August 1, 2018	**Union :** [X]	**Non Union:** [ ]

		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*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School
Bulletin # 19 Narrative

Revision: 12/04/2017

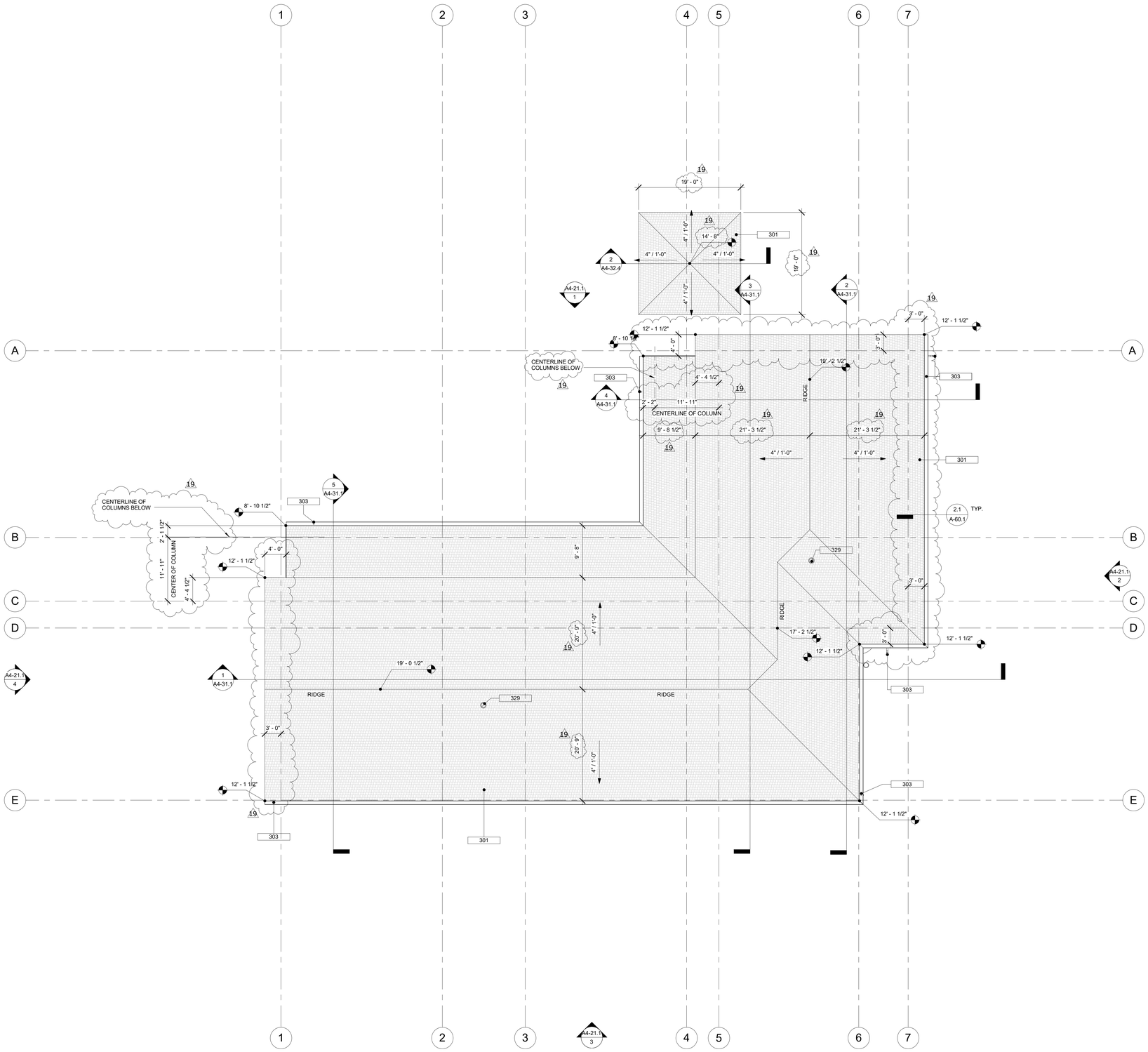
*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:
Revisions to the Architectural Drawings:

a. Updated eaves to be 3'-0" as shown per plan (kindergarten bldg. and gazabo)
b. Provided missing dimensions on roof plan
c. Provided missing dimensions on wall sections

Drawings
A4-11.2: Kindergarten – Bldg 4 – Roof Plan
A4-32.4: Kindergarten – Bldg 4 – Wall Sections

Distribution:
District
Contractor
IOR



?	DESCRIPTION
301	ASPHALT TILE ROOFING CLASS "B" MIN., SEE SPECS
303	GUTTER AND DOWNSPOUT CONNECTION, SEE DETAIL 12/A-64.4 AND 13/A-64.4
329	VENT THRU ROOF PER PLUMBING DRAWINGS
330	EXHAUST DUCT PER MECHANICAL DRAWINGS

KEYNOTE LEGEND

ROOF LEGEND

KINDERGARTEN COMPLEX ROOF PLAN | 1/8" = 1'-0" | 1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA 93033

LICENSED ARCHITECT ROBERT M. SIMON No. C-18311 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC_____ FLS_____ SS_____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
19	BULLETIN #19	12/04/17

DATE ISSUED: 01/08/16
PROJECT NO: 1340159-Bldg 4
SCALE: As indicated

SHEET NUMBER: A4-11.2

SHEET TITLE:

KINDERGARTEN - BLDG. 4 - ROOF PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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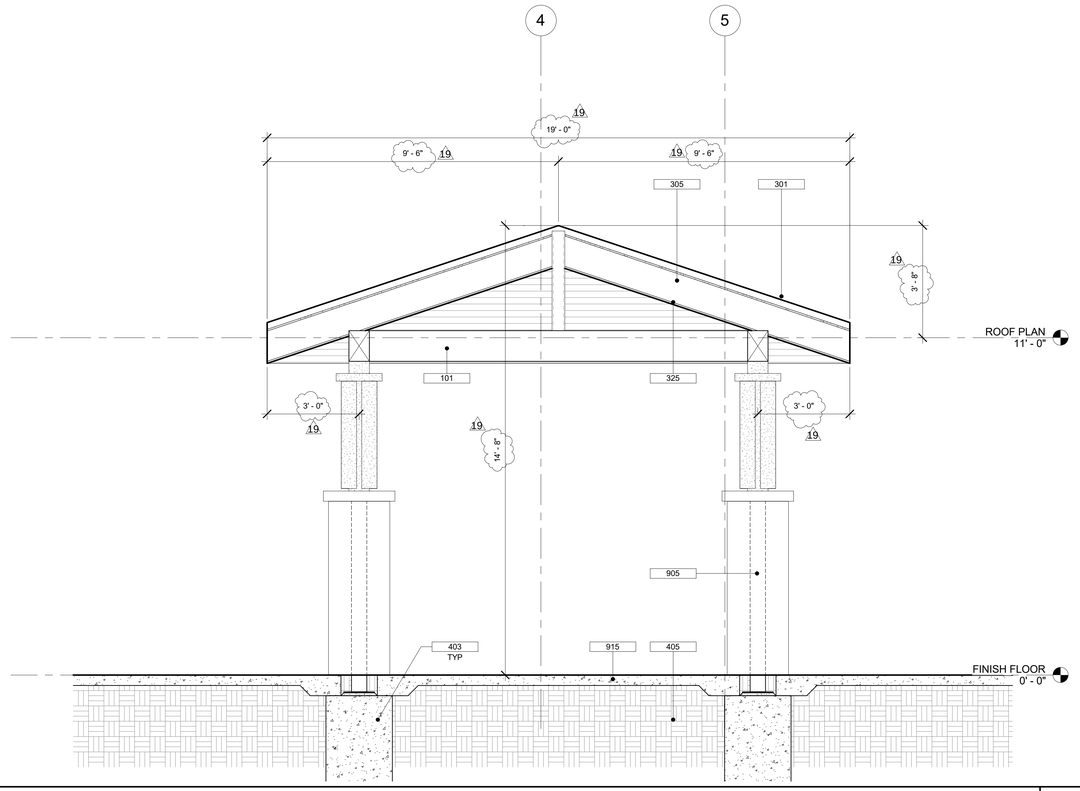
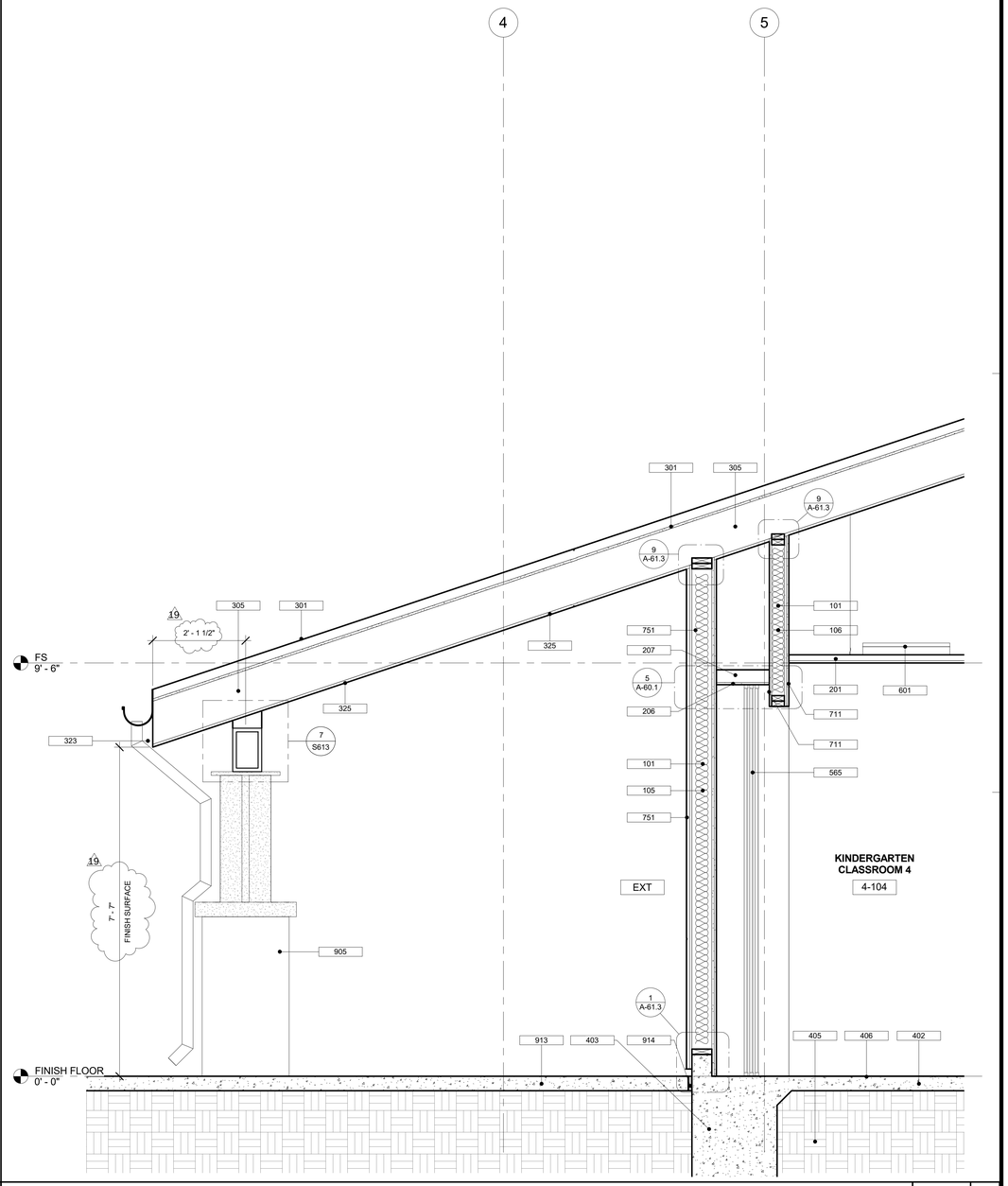
?	DESCRIPTION
101	FRAMING PER STRUCTURAL DRAWINGS
105	R-19 THERMAL INSULATION
106	ACOUSTICAL INSULATION
201	SUSPENDED ACOUSTICAL CEILING, SEE SHEET A-64.1
206	5/8" TYPE 'X' GYPSUM BOARD
207	CEILING FRAMING, REFER TO 1/A-64.2
301	ASPHALT TILE ROOFING CLASS "B" MIN., SEE SPECS
305	STRUCTURAL ROOF FRAMING, SEE STRUCTURAL DRAWINGS
323	HARDIE BOARD FASCIA BOARD, PAINT PER ARCHITECTS DIRECTION
325	T1-11 SIDING, ATTACH TO UNDERSIDE OF FRAMING PER DETAIL 15/A-64.2. PRIME AND PAINT PER ARCHITECTS DIRECTION
402	SLAB ON GRADE PER STRUCTURAL DRAWINGS
403	FOOTING PER STRUCTURAL DRAWINGS
405	COMPACT SOIL PER GEOTECHNICAL REPORT
406	FINISH FLOOR PER FINISH SCHEDULE
565	FLOOR-TO-CEILING HORIZONTAL SLIDING UNIT SYSTEM WALL, THREE-TRACK CONFIGURATION PER DETAIL 13/A-64.3 (TOP AND BOTTOM LENGTH OF TRACK PER PLAN) - (4'W X 9'H PER PANEL). PROVIDE 16" LONG MAGNETIC MARKER BOARD TRAY
601	LIGHT FIXTURE PER ELECTRICAL DRAWINGS
711	PAINTED GYPSUM BOARD
751	EXTERIOR PORTLAND CEMENT PLASTER OVER METAL LATH OVER WEATHER-RESISTIVE BARRIER (TEXTURED FINISH)
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4
913	CONCRETE PAVING PER CIVIL DRAWINGS
914	ELASTOMERIC SEALANT OVER EXPANSION JOINT FILLER
915	CONCRETE PAVING PER CIVIL DRAWINGS

KEYNOTE LEGEND



WALL SECTION 11 | 1/2" = 1'-0" | 2



WALL SECTION 10 | 3/4" = 1'-0" | 1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA 93033

LICENSED ARCHITECT
ROBERT M. SINCOFF
No. C-18311
JAN. 31, 2017
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
19	BULLETIN #19	12/04/17

DATE ISSUED: 01/08/16

PROJECT NO: 1340159-Bldg 4

SCALE: As indicated

SHEET NUMBER: A4-32.4

SHEET TITLE:

KINDERGARTEN - BLDG. 4 - WALL SECTIONS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 377 R0

Project: Elm Elementary School Reconstruction Project

Date: 11/19/2018

DESCRIPTION OF WORK

Pacific R&R Drywall For Casework CHanges RFI 451

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to remove and replace drywall for casework that was changed in RFI 451 Reason: Wall was completed before casework location was changed Requested By: SVA Architects Ref: RFI 451	Pacific Interiors Enterprise	452
	Subtotal:	452
Contractual Costs		
Overhead 15%		68
	Subtotal:	68
	Total Change Order Request Amount:	**520**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

CONTRACTOR	☐
ARCHITECT	☐
SUBCONTRACTOR	☒
FIELD	☐
OTHER	☐

PROJECT: ELMESR-022
Elm Elementary School
450 E. Elm St
Oxnard, CA 93033

TO: Pacific Interiors Enterprises
2300 Knoll Dr Suite C Ventura, CA 93003
License No. 711333

CHANGE ORDER #: 28
CHANGE ORDER DATE: 10/01/2018
PROJECT #s: Bernards
DATE OF CONTRACT: 10/27/2017
FOR: Gypsum Board

The Contract is changed as follows:

RFI #451 - Nurses 113, demo drywall for cabinet backing, patch back drywall

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 increased by this Change Order in the amount of	$452.00
The new Contract Sum including this Change Order will be	$965,428.00
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	SUBCONTRACTOR	CONTRACTOR
	Pacific Interiors Enterprises	Bernards
ADDRESS	2300 Knoll Dr Suite C Ventura, CA 93003	555 First St
	License No. 711333	San Fernando, CA 91340
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed Name)	*(Typed Name)*	Accounting *(Typed Name)*
DATE	DATE	DATE

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 10/1/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 28

Scope of Work: RFI #451 - Nurses 113, demo drywall for cabinet backing, patch back drywall

Schedule of Values

Labor	361.30
Material	28.80
Scaffolding	0.00
Tax 7.75% Fuel 1%	2.52
Subtotal	392.62
Overhead & Profit @ 15%	58.89
Total	**$ 452**

Labor	Hours	Rate	Extension	Total
Installer	3	74.78	224.34	224.34
Drywall Finisher	2	68.48	136.96	361.30
Foreman	0	78.55	0.00	361.30
	0	0.00	0.00	361.30

Material	Quantity	Unit	Extension	Total
5/8" Drywall	2	14.40	28.80	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80
	0	0.00	0.00	28.80

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BERNARDS		PHONE	DATE: 7/27/18
STREET		JOB NAME: RLM	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY: OXNARD	STATE: CA

DESCRIPTION

BLDG 3 NURSES 113 - RFI #451
DEMO D/W FOR BACKING
D/W PATCH BACK DUE TO INSTALL OF BACKING
CABINET LAYOUT CHANGED FOR ADA

7/29 TAPING AT NURSES OFFICE

RFI Changed cabinet layout in Nurses office, drywall had to be removed to add backing. -AR

7/30 7/27

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
A. MIRANDA	HANGER					3				
E. SANDHAL	FINISHER	2								

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
D/W 5/8	2 SHEETS		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 9/27/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 451

Project: Elm Elementary School Reconstruction Project

Date: 06-20-18
Discipline: Architectural

Subject: Casework elevation @ health office3-113 in admin building

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-51.1	2	3-113 Health office - East

QUESTION

The elevation of 3-113 health office - east (detail 2/A3-51.1) were modified multiple times from the original contract drawings while reviewing the submittal shop drawings
Please confirm that we are to proceed with the changes to casework per the detail on sheet C1 in reviewed submittal package137-064100-2 (Architectural Wood Casework-Shop Drawing)

ANSWER

Confirmed.

Tom Bardwell
SVA Architects
6/25/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	6/25/2018
Abdellatif Enterprises Inc	Hazem Abdella6f	6/25/2018
ICI Architectural Millwork Inc	Izhak Korin	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: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards

REQUEST FOR INFORMATION

RFI No.: 451

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 06-20-18
Discipline: Architectural

Subject: Casework elevation @ health office 3-113 in admin building

Response Requested By: 06-27-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-51.1	2	3-113 Health office - East

QUESTION

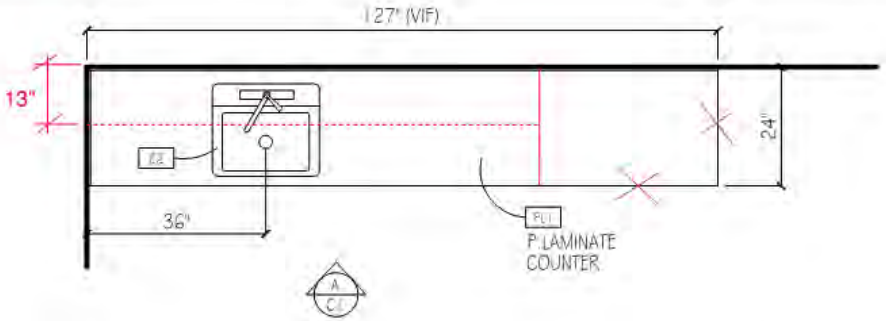
The elevation of 3-113 health office - east (detail 2/A3-51.1) were modified multiple times from the original contract drawings while reviewing the submittal shop drawings
Please confirm that we are to proceed with the changes to casework per the detail on sheet C1 in reviewed submittal package137-064100-2 (Architectural Wood Casework-Shop Drawing)

ANSWER

Confirmed.

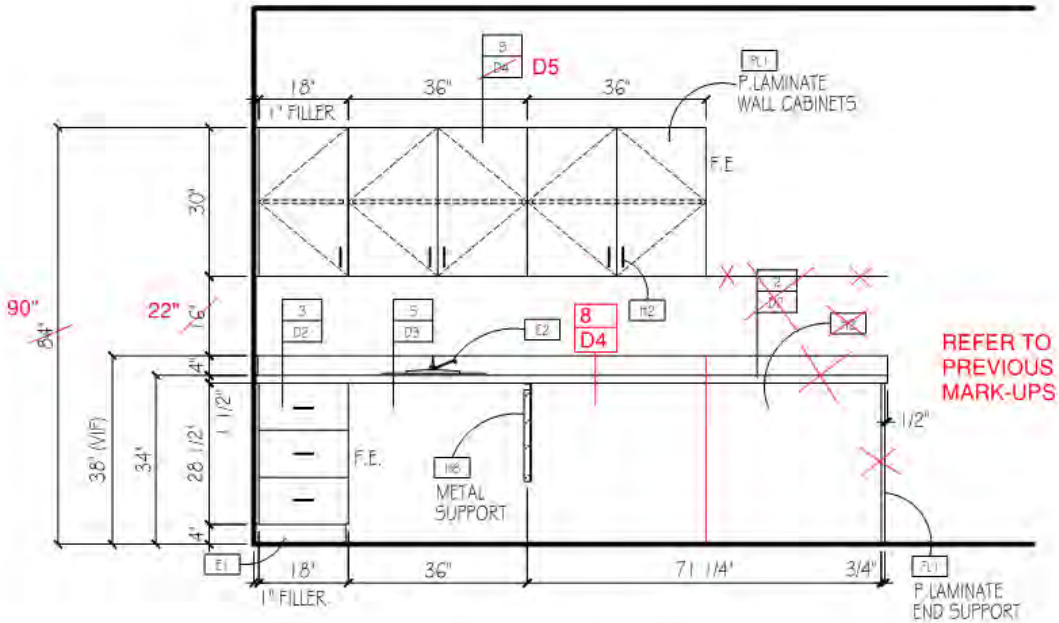
Response Provided By: Tom Bardwell (Name) | SVA Architects (Company) | 6/25/18 (Date)

Question Initiated By: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards



PLAN @ "HEALTH OFFICE #3-113"

1/2" = 1'-0"



ELEVATION @ "HEALTH OFFICE #3-113"

1/2" = 1'-0"

Submittal package 137-064100-2 (Architectural Casework Shop Drawing)

ARCHITECTURAL ici MILLWORK

PROJECT NAME:

ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

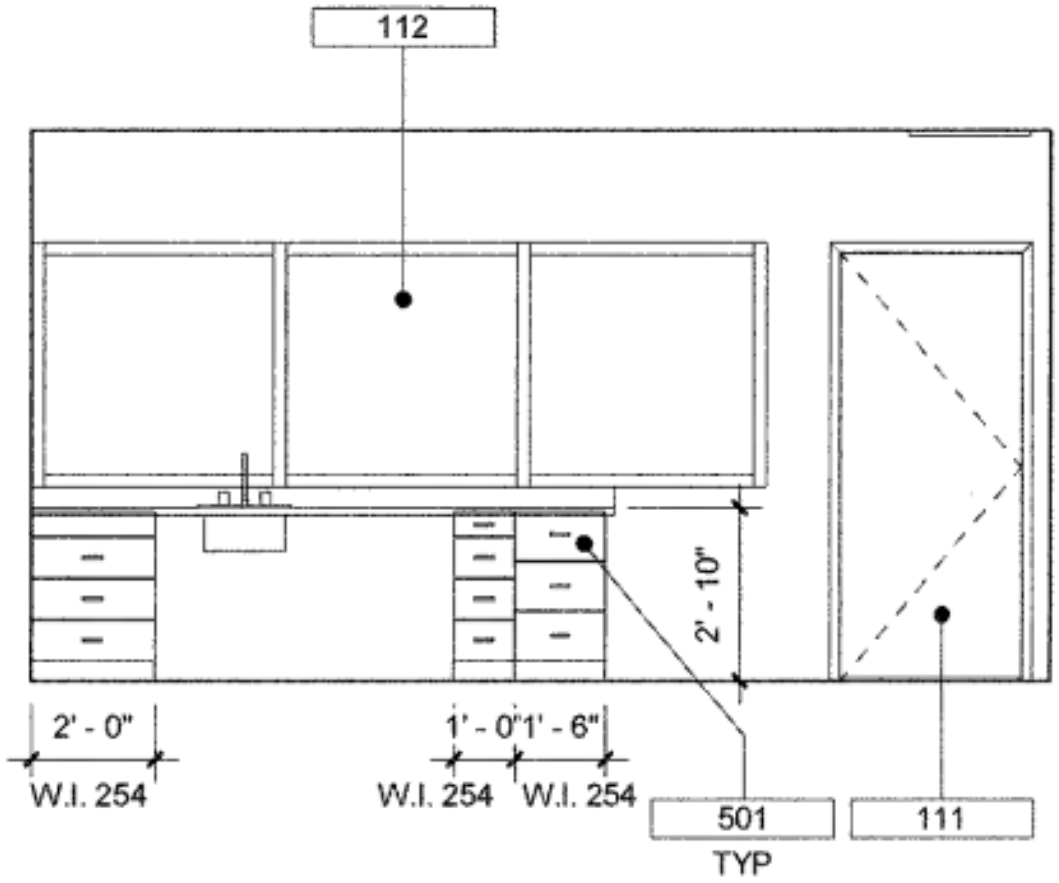
REV. #	REV. DATE
A	4/15/18
B	5/31/18

PROJECT NO.

760

SHEET

C1



Sheet A3-51.1

3-113 HEALTH OFFICE - EAST

1/4" = 1'-0"

2

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 380 R1

Project: Elm Elementary School Reconstruction Project

Date: 12/19/2018

DESCRIPTION OF WORK

Pacific Janitor Room FRP RFI 532

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add FRP in the Janitors Rooms. Reason: To protect walls around mop sinks. Requested By: SVA Architects Ref: RFI 532	Pacific Interiors Enterprise	3,868
	Subtotal:	3,868
Contractual Costs		
Overhead 15%		580
	Subtotal:	580
	Total Change Order Request Amount:	**4,448**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

CONTRACTOR	☐
ARCHITECT	☐
SUBCONTRACTOR	☒
FIELD	☐
OTHER	☐

PROJECT: ELMESR-022
Elm Elementary School
450 E. Elm St
Oxnard, CA 93033

TO: Pacific Interiors Enterprises
2300 Knoll Dr Suite C Ventura, CA 93003
License No. 711333

CHANGE ORDER #: 33
CHANGE ORDER DATE: 12/12/2018
PROJECT #s: Bernards
DATE OF CONTRACT: 10/27/2017
FOR: Gypsum Board

The Contract is changed as follows:

Provide and install (2) FRP panels 4' x 8' at Janitor's Rooms (5)

The original Contract Sum was	$780,580.00
The net change by previously authorized Change Orders is	$197,424.00
The Contract Sum prior to this Change Order was	$978,004.00
The Contract Sum will be increased by this Change Order in the amount of	$3,868.00
The new Contract Sum including this Change Order will be	$981,872.00
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	SUBCONTRACTOR	CONTRACTOR
	Pacific Interiors Enterprises	Bernards
ADDRESS	2300 Knoll Dr Suite C Ventura, CA 93003	555 First St
	License No. 711333	San Fernando, CA 91340
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed Name)	*(Typed Name)*	Accounting *(Typed Name)*
DATE	DATE	DATE

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 12/12/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 33

Scope of Work: Install (2) pieces of FRP panels 4' x 8' at each Janitors Room (6)

Schedule of Values

Labor	2108.92
Material	1154.00
Equipment	0.00
Tax 7.75% Fuel 1%	100.98
Subtotal	3363.90
Overhead & Profit @ 15%	504.58
Total	**$ 3,868**

Labor	Hours	Rate	Extension	Total
Framer/Installer	24	74.78	1794.72	1794.72
Drywall Finisher	0	68.48	0.00	1794.72
Foreman	4	78.55	314.20	2108.92
	0	0.00	0.00	2108.92

Material	Quantity	Unit	Extension	Total
FRP Panels & Trim	1	804.00	804.00	804.00
Freight	1	350.00	350.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00
	0	0.00	0.00	1154.00

ONSITE CRAFT LABOR
SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 532

Project: Elm Elementary School Reconstruction Project

Date: 11-02-18
Discipline: Architectural

Subject: FRP in Janitors Rooms

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-53.1		
A2-53.1		
A3-53.1		
A4-53.1		

QUESTION

Please confirm that FRP is to be installed around mop sinks in all janitors rooms, in all buildings.

ANSWER

Confirmed, FRP to be installed around mop sink in all janitors rooms, in all buildings. Panels to be placed vertically on wall (4' wide x 8' high).

Tom Bardwell-SVA Architects
11/9/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprises	Curtis Dowell	11/12/2018
Percision Plumbing Mechanical	Daniel Bascom	11/12/2018
Cali Acoustic	Diego	11/12/2018
Sheldon Mechanical	Dillon Boute	11/12/2018
Taft Electric	Matt Gobutty	11/12/2018
Vanguard Painting	Thomas Roerich	11/12/2018
Reliable Floor Covering Inc	Will Alexander	11/12/2018
Apex Fire Protection	Zare Babayan	11/12/2018

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

REQUEST FOR INFORMATION

RFI No.: 532

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 11-02-18
Discipline: Architectural

Subject: FRP in Janitors Rooms

Response Requested By: 11-09-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-53.1		
A2-53.1		
A3-53.1		
A4-53.1		

QUESTION

Please confirm that FRP is to be installed around mop sinks in all janitors rooms, in all buildings.

ANSWER

Confirmed, FRP to be installed around mop sink in all janitors rooms, in all buildings. Panels to be placed vertically on wall (4' wide x 8' high).

Response Provided By:	Tom Bardwell	SVA Architects	11/9/18
	Name	Company	Date

Question Initiated By: Gina Sierra - Bernards
Submitted By: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 400 R0

Project: Elm Elementary School Reconstruction Project

Date: 11/14/2018

DESCRIPTION OF WORK

Skidmore - CMU Credit RFI 465

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete CMU wall per RFI 465.	Skidmore Masonry Inc	-6,340
Reason: Direction Given at OAC Meeting on 7/3/18.		
Requested By: SVA Architects		
Ref: RFI 465		
	Subtotal:	-6,340
Contractual Costs		
Overhead 15%		-951
	Subtotal:	-951
	Total Change Order Request Amount:	**-7,291**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Skidmore Masonry, Inc.
LC# 831162
425 Constitution Ave. Ste. J
Camarillo, CA 93012
Phone - (805) 484-4881
Fax - (805) 484-4836

PROPOSAL

Date: 10/24/2018

Proposal #: 6-21-413

Name / Address

Bernards
555 First St.
San Fernando, Ca. 91340

Job Address

450 E. Elm St.
Oxnard, Ca. 93033

Project: Elm Street Elementary

Description	Qty	Cost	Total
RFI 465 Credit for deleting wall near Electrical room ********Remove this from contract price	1	-6,340.00	-6,340.00

This proposal is good for 30 days only.

Total -$6,340.00

Member of Ventura County Contractors Association

Member of Western Regional Master Builders Association

Signature & Date

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 465

Project: Elm Elementary School Reconstruction Project

Date: 07-05-18
Discipline: Architectural

Subject: CMU between MPR building & Utility Enclosure

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
1		Bulletin 10
A0-1.3	1	Enlarged Electrical Enclosure

QUESTION

Per the discussion during the OAC meeting on 7/3/2018, please confirm the clouded portion (see attached excerpt from Bulletin 10) of CMU wall between the utility enclosure, and MPR building will be omitted.

ANSWER

Per the OAC meeting on 7/3/18, the clouded portion of the CMU wall will be omitted and changed to a chain link fence. Bulletin for fencing plan will be forthcoming.

Tom Bardwell
SVA Architects
7/6/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	7/9/2018
Pilgrim Fence Co	Glenn Wasil	7/9/2018
Skidmore Masonry Inc	John Skidmore	7/9/2018
Taft Electric Co	Matt Gobuty	7/9/2018
JT Wimsatt Contracting Co Inc	Mike Taylor	7/9/2018
Stantru Reinforcing Steel	Steve Torrey	7/9/2018

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.: 465

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 07-05-18
Discipline: Architectural

Subject: CMU between MPR building & Utility Enclosure

Response Requested By: 07-12-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
1		Bulletin 10
A0-1.3	1	Enlarged Electrical Enclosure

QUESTION

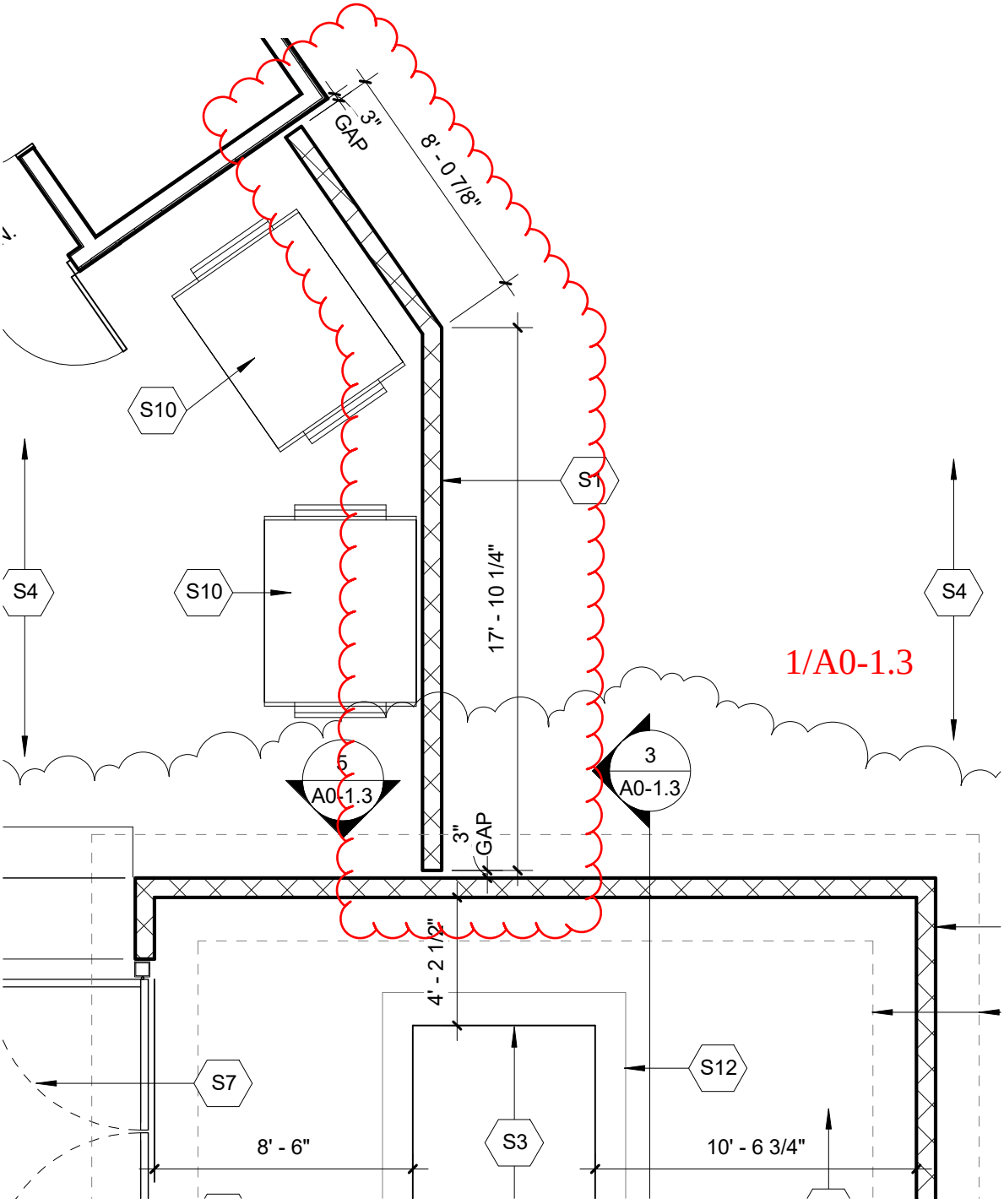
Per the discussion during the OAC meeting on 7/3/2018, please confirm the clouded portion (see attached excerpt from Bulletin 10) of CMU wall between the utility enclosure, and MPR building will be omitted.

ANSWER

Per the OAC meeting on 7/3/18, the clouded portion of the CMU wall will be omitted and changed to a chain link fence. Bulletin for fencing plan will be forthcoming.

Response Provided By:	Tom Bardwell	SVA Architects	7/6/18
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Arvind Balaji - Bernards


3" GAP
8' - 0 7/8"
S10
S1
S4
S10
17' - 10 1/4"
S4
1/A0-1.3
5
A0-1.3
3
A0-1.3
3" GAP
4' - 2 1/2"
S7
S12
S3
8' - 6"
10' - 6 3/4"

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 403 R0

Project: Elm Elementary School Reconstruction Project

Date: 11/19/2018

DESCRIPTION OF WORK

KIndergarten Fire Extinguishers

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add four fire extinguishers and recessed cabinets in the Kindergarten Building Reason: Not shown on plans, required by code Requested By: SVA Architects Ref: RFI 376	Pacific Interiors Enterprise	1,749
	Subtotal:	1,749
Contractual Costs		
Overhead 15%		262
	Subtotal:	262
	Total Change Order Request Amount:	**2,011**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

CONTRACTOR	☐
ARCHITECT	☐
SUBCONTRACTOR	☒
FIELD	☐
OTHER	☐

PROJECT: ELMESR-022
Elm Elementary School
450 E. Elm St
Oxnard, CA 93033

TO: Pacific Interiors Enterprises
2300 Knoll Dr Suite C Ventura, CA 93003
License No. 711333

CHANGE ORDER #: 36
CHANGE ORDER DATE: 11/02/2018
PROJECT #s: Bernards
DATE OF CONTRACT: 10/27/2017
FOR: Gypsum Board

The Contract is changed as follows:

RFI #376 - Provide and install (4) class 2A 10B:C fire extinguishers with recessed cabinets

The original Contract Sum was	$780,580.00
The net change by previously authorized Change Orders is	$197,424.00
The Contract Sum prior to this Change Order was	$978,004.00
The Contract Sum will be increased by this Change Order in the amount of	$1,749.00
The new Contract Sum including this Change Order will be	$979,753.00
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	SUBCONTRACTOR	CONTRACTOR
	Pacific Interiors Enterprises	Bernards
ADDRESS	2300 Knoll Dr Suite C Ventura, CA 93003	555 First St
	License No. 711333	San Fernando, CA 91340
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed Name)	*(Typed Name)*	Accounting *(Typed Name)*
DATE	DATE	DATE

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 11/2/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 36

Scope of Work: RFI #376 - Provide and install (4) class 2A 10B:C fire extinguishers with recessed cabinets

Schedule of Values

Labor	794.62
Material	668.00
Equipment	0.00
Tax 7.75% Fuel 1%	58.45
Subtotal	1521.07
Overhead & Profit @ 15%	228.16
Total	**$ 1,749**

Labor	Hours	Rate	Extension	Total
Framer/Installer	8	74.78	598.24	598.24
Drywall Finisher	0	68.48	0.00	598.24
Foreman	2.5	78.55	196.38	794.62
	0	0.00	0.00	794.62

Material	Quantity	Unit	Extension	Total
FE - 2A 10B:C 5lb	4	58.00	232.00	232.00
Potter Roemer 7023	4	109.00	436.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00
	0	0.00	0.00	668.00

ONSITE CRAFT LABOR
SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 376

Project: Elm Elementary School Reconstruction Project

Date: 02-26-18
Discipline: Fire Protection

Subject: Fire Extinguisher Clarifications

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
Spec	104400	
A0-1.3		
A1-11.1		
A1-11.2		
A2-11.1		
A3-11.1		
A4-11.1		

QUESTION

Ref. Sht. A1-11.1, A1-11.2, A2-11.1, A3-11.1, A4-11.1 & Spec. 104400-2

1. Per sheet A4-11.1 No FE is indicated on Floor Plan or is there a call out note. Please provide locations and type of FE.

2. On sheets A1-11.1,A1-11.2, A2-11-1 and A3-11.1 call for: 520 semi recessed FE cabinet w/ extinguisher (20A-120 B:C). Please clarify per spec which type, class and size to be used in these locations. Dry Chemical?

3. In the MPR kitchen area On sheet A2-11.1 note 533 calls for a fully recessed FE cabinet e/extinguisher (2A:10B:C) Please clarify per spec which type, class and size to be used at this location. Kitchen type Class K ? Semi recessed in lieu of the Fully recessed ?

4. Sh. A-0-1.3 Elec. Enclosure note S11 calls for surface mounted FE cabinet w/extinguiser (4A-20B;C) Please clarify type per spec. Carbon Dioxide Type or Dry Chemical ?

ANSWER

1. Refer to attached plan for FE locations in Kindergarten Class 2A 10B:C, 2.5 lbs, dry chemical.
2. Fire Extinguishers in Classroom, MPR, Admin shall be Class 2A 10B:C, 2.5 lbs, dry chemical.
3. Kitchen: semi-recessed cabinet. Class K, 5 lbs, wet chemical.
4. Dry Chemical type.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	3/13/2018

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 376

Project: Elm Elementary School Reconstruction Project

Date: 02-26-18

Discipline: Fire Protection

Subject: Fire Extinguisher Clarifications

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 376

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-26-18
Discipline: Fire Protection

Subject: Fire Extinguisher Clarifications

Response Requested By: 03-05-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
Spec	104400	
A0-1.3		
A1-11.1		
A1-11.2		
A2-11.1		
A3-11.1		
A4-11.1		

QUESTION

Ref. Sht. A1-11.1, A1-11.2, A2-11.1, A3-11.1, A4-11.1 & Spec. 104400-2

1. Per sheet A4-11.1 No FE is indicated on Floor Plan or is there a call out note. Please provide locations and type of FE.

2. On sheets A1-11.1,A1-11.2, A2-11-1 and A3-11.1 call for: 520 semi recessed FE cabinet w/ extinguisher (20A-120 B:C). Please clarify per spec which type, class and size to be used in these locations. Dry Chemical?

3. In the MPR kitchen area On sheet A2-11.1 note 533 calls for a fully recessed FE cabinet e/extinguisher (2A:10B:C) Please clarify per spec which type, class and size to be used at this location. Kitchen type Class K ? Semi recessed in lieu of the Fully recessed ?

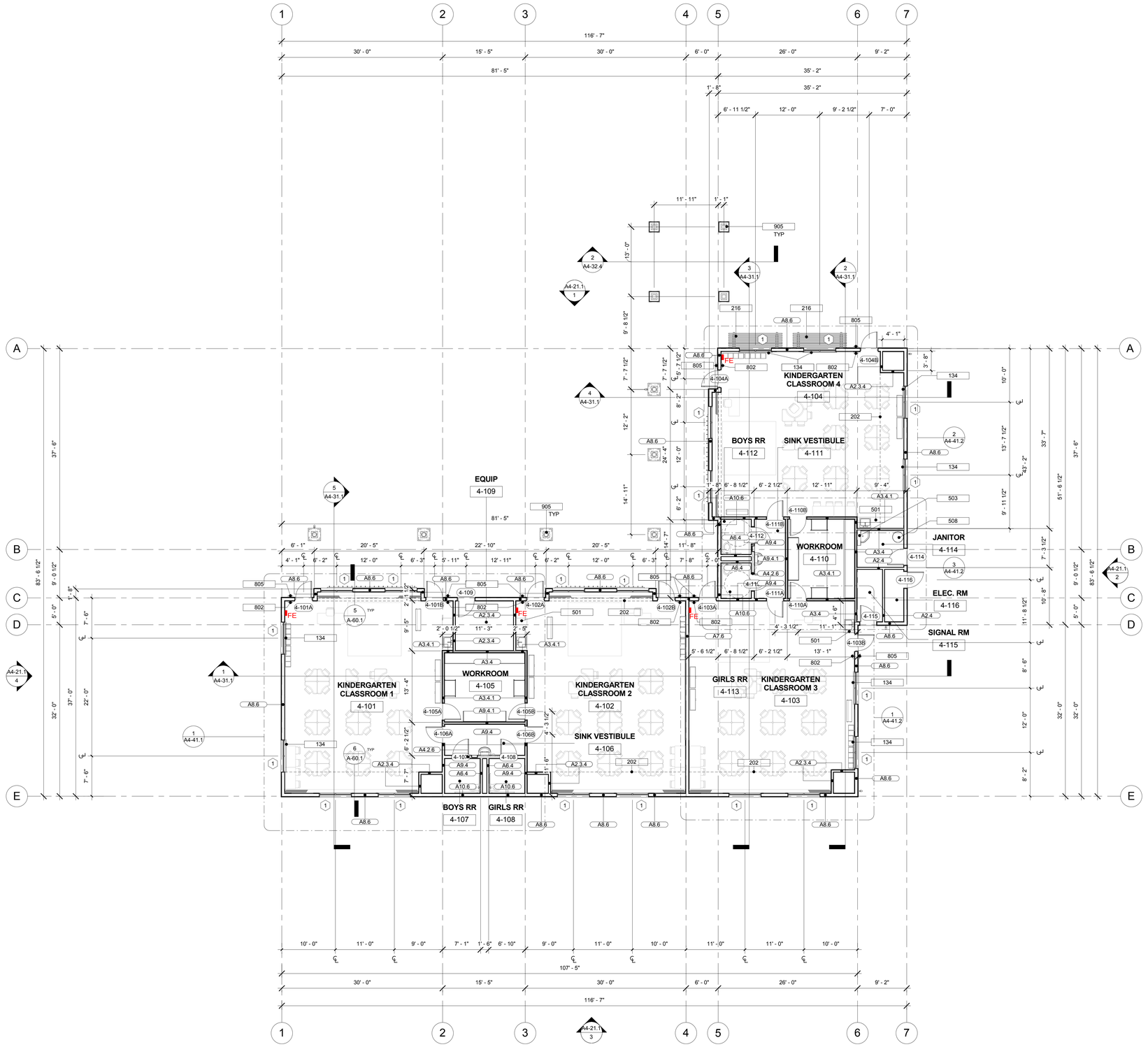
4. Sh. A-0-1.3 Elec. Enclosure note S11 calls for surface mounted FE cabinet w/extinguiser (4A-20B;C) Please clarify type per spec. Carbon Dioxide Type or Dry Chemical ?

ANSWER

1. Refer to attached plan for FE locations in Kindergarten. Class 2A 10B:C, 2.5 lbs, dry chemical.
2. Fire Extinguishers in Classroom, MPR, Admin shall be Class 2A 10B:C, 2.5 lbs, dry chemical.
3. Kitchen: semi-recessed cabinet. Class K, 5 lbs, wet chemical.
4. Dry Chemical type.

Response Provided By:	Tom Bardwell	SVA Architects	3/12/18
	Name	Company	Date

Question Initiated By: Gina Sierra - Bernards
Submitted By: Gina Sierra - Bernards



?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
216	SUN SHADE AT KINDERGARTEN BUILDING PER DETAIL 4/A-64.6
302	MECHANICAL EQUIPMENT PER MECHANICAL DRAWINGS
501	PLASTIC LAMINATE CASEWORK W/ 4" BACKSPLASH - WITH STAINLESS SINK, REFER INTERIOR ELEVATION FOR TYPE. ANCHORAGE PER DETAIL 3/A-64.3
503	UTILITY SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
508	WATER HEATER PER PLUMBING DRAWINGS
516	CUSTODIAL SINK PER PLUMBING DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4

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
- 101 — NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A4-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A4-52.2
- 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.

FLOOR PLAN LEGEND

KINDERGARTEN COMPLEX FLOOR PLAN | 1/8" = 1'-0" | 1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA 93033

LICENSED ARCHITECT ROBERT M. SINOSKI No. C-18311 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: 01/08/16

PROJECT NO: 1340159-Bldg 4

SCALE: As indicated

SHEET NUMBER: A4-11.1

SHEET TITLE:

KINDERGARTEN - BLDG. 4 - FLOOR PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 404 R0

Project: Elm Elementary School Reconstruction Project

Date: 11/19/2018

DESCRIPTION OF WORK

Exterior Classroom Fire Extinguishers

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
COst to add fire extinguishers and cabinets to the exterior of the Classroom Building Reason: Not shown on plans, required by code Requested By: SVA Architects Ref: RFI 421	Pacific Interiors Enterprise	2,511
	Subtotal:	2,511
Contractual Costs		
Overhead 15%		377
	Subtotal:	377
	Total Change Order Request Amount:	**2,888**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

CONTRACTOR	☐
ARCHITECT	☐
SUBCONTRACTOR	☒
FIELD	☐
OTHER	☐

PROJECT: ELMESR-022
Elm Elementary School
450 E. Elm St
Oxnard, CA 93033

TO: Pacific Interiors Enterprises
2300 Knoll Dr Suite C Ventura, CA 93003
License No. 711333

CHANGE ORDER #: 37
CHANGE ORDER DATE: 11/02/2018
PROJECT #s: Bernards
DATE OF CONTRACT: 10/27/2017
FOR: Gypsum Board

The Contract is changed as follows:

RFI #421 - Provide and install (6) class 2A 10B:C fire extinguishers with recessed cabinets

The original Contract Sum was	$780,580.00
The net change by previously authorized Change Orders is	$197,424.00
The Contract Sum prior to this Change Order was	$978,004.00
The Contract Sum will be increased by this Change Order in the amount of	$2,511.00
The new Contract Sum including this Change Order will be	$980,515.00
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	SUBCONTRACTOR	CONTRACTOR
	Pacific Interiors Enterprises	Bernards
ADDRESS	2300 Knoll Dr Suite C Ventura, CA 93003	555 First St
	License No. 711333	San Fernando, CA 91340
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed Name)	*(Typed Name)*	Accounting *(Typed Name)*
DATE	DATE	DATE

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 11/2/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 37

Scope of Work: RFI #421 - Provide and install (6) class 2A 10B:C fire extinguishers with recessed cabinets

Schedule of Values

Labor	1093.74
Material	1002.00
Equipment	0.00
Tax 7.75% Fuel 1%	87.68
Subtotal	2183.41
Overhead & Profit @ 15%	327.51
Total	**$ 2,511**

Labor	Hours	Rate	Extension	Total
Framer/Installer	12	74.78	897.36	897.36
Drywall Finisher	0	68.48	0.00	897.36
Foreman	2.5	78.55	196.38	1093.74
	0	0.00	0.00	1093.74

Material	Quantity	Unit	Extension	Total
FE - 2A 10B:C 5lb	6	58.00	348.00	348.00
Potter Roemer 7023	6	109.00	654.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00
	0	0.00	0.00	1002.00

ONSITE CRAFT LABOR
SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
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6	Pension			$ 4.91	$ 4.91	$ 4.91
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11	FICA	(A)	7.65%	$ 3.72	$ 4.87	$ 6.49
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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. : 421

Project: Elm Elementary School Reconstruction Project

Date: 04-20-18
Discipline: Fire Protection

Subject: Fire Rated FE Cabinets

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-11.1		
A1-11.2		

QUESTION

Ref. A1-11.1, A1-11.2

Please confirm we are to provide (6)-FE's (Class 2A10B:C, 2.5 lbs. Type: dry chemical) in semi recessed fire rated cabinets under windows on the exterior of the classroom building.

Please provide the locations.

ANSWER

Response:

Confirmed to provide 6 fire rated FE's per description above around the courtyard of the Classroom Building. See attached sketch for location of FE's

Tom Bardwell-SVA Architects
4/26/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	4/27/2018
Abdellatif Enterprises Inc	Hazem Abdella8f	4/27/2018

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

REQUEST FOR INFORMATION

RFI No.: 421

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-20-18
Discipline: Fire Protection

Subject: Fire Rated FE Cabinets

Response Requested By: 04-27-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-11.1		
A1-11.2		

QUESTION

Ref. A1-11.1, A1-11.2

Please confirm we are to provide (6)-FE's (Class 2A10B:C, 2.5 lbs. Type: dry chemical) in semi recessed fire rated cabinets under windows on the exterior of the classroom building.

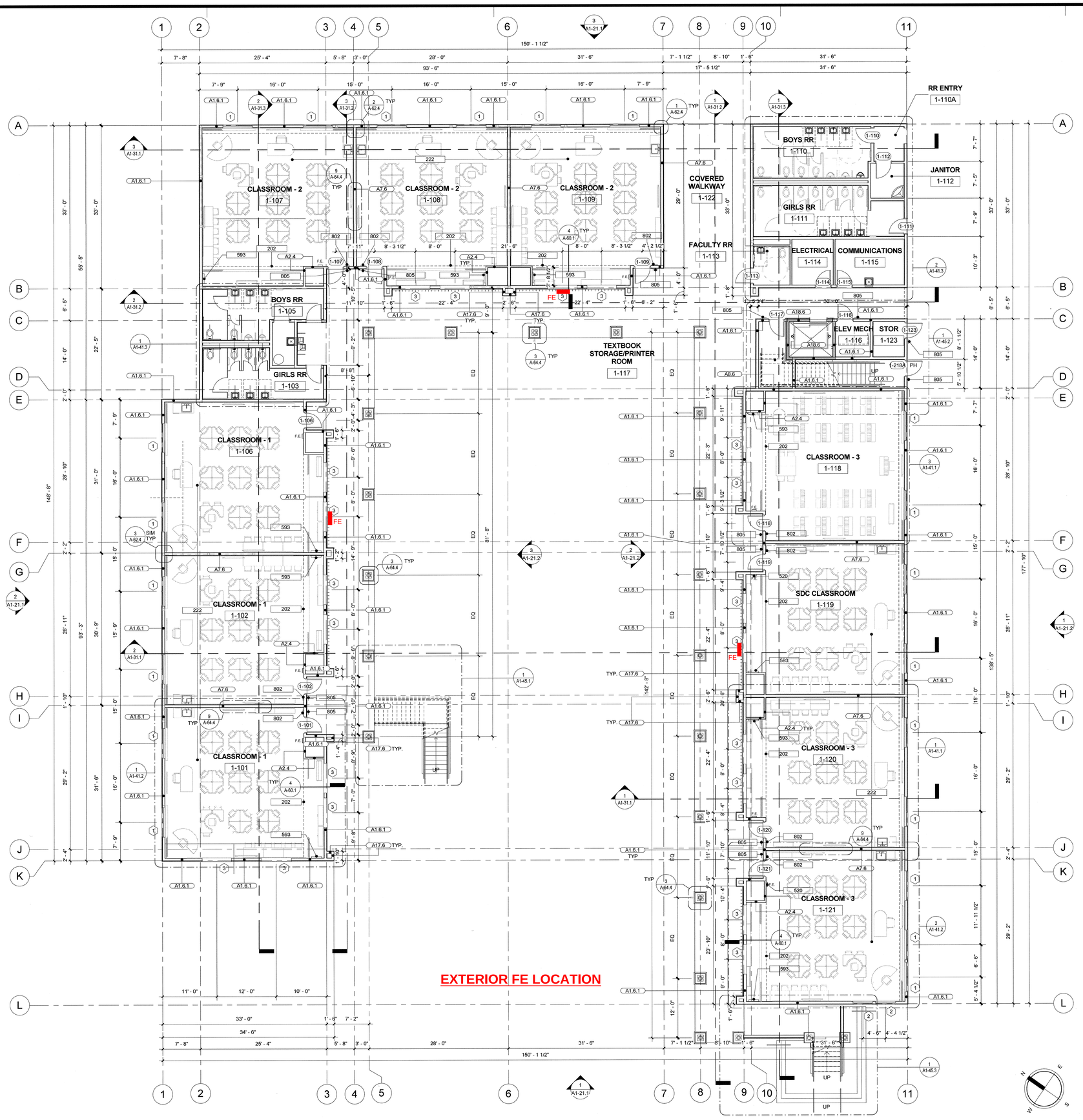
Please provide the locations.

ANSWER

Confirmed to provide 6 fire rated FE's per description above around the courtyard of the Classroom Building. See attached sketch for location of FE's.

Response Provided By:	Tom Bardwell	SVA Architects	4/26/18
	Name	Company	Date

Question Initiated By: Gina Sierra - Bernards
Submitted By: Gina Sierra - Bernards



FLOOR PLAN - CLASSROOM BUILDING - LEVEL 1

1/8" = 1'-0" | 1

FLOOR PLAN LEGEND

?	DESCRIPTION
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
222	ONE HOUR RATED HORIZONTAL ASSEMBLY PER DETAIL 6/A-60.1
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
593	WALL RACK PER ELECTRICAL DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3

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
- 101 — NUMBER INDICATES DOOR PER SCHEDULE. REFER TO A1-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE. REFER TO A1-52.2
- 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.

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18311 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC FLS SS

DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: **A1-11.1**

SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR PLAN - LEVEL 1

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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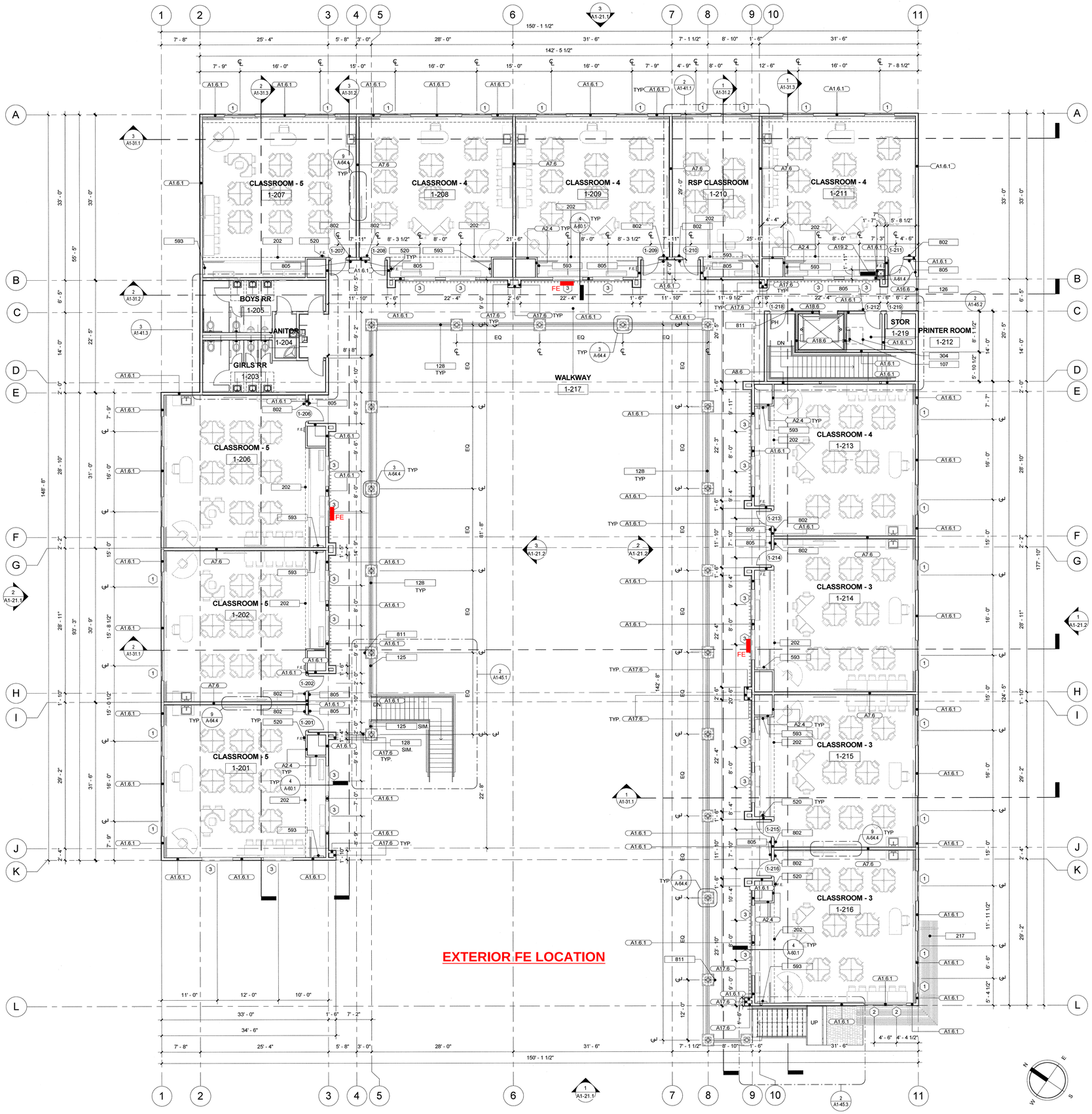

KEYNOTE LEGEND

	DESCRIPTION
107	ROOF LADDER PER DETAIL 2/A-64.4
125	GUARDRAIL PER DETAIL 8/A-63.2
126	GUARDRAIL PER DETAIL 10/A-63.2
128	GUARDRAIL PER DETAIL 12/A-63.2
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
304	ROOF HATCH, SEE DETAIL 9/A-63.1
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
593	WALL RACK PER ELECTRICAL DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
811	TACTILE EXIT STAIR DOWN SIGNAGE, SEE DET. 1/1/GEN-3

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
- 101 — NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A1-52.1
- X — NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A1-52.2
- 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.

FLOOR PLAN - CLASSROOM BUILDING - LEVEL 2 | 1/8" = 1'-0" | 1

FLOOR PLAN LEGEND

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMONS
No. C-18011
JAN. 31, 2017
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC ___ FLS ___ SS ___

DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-11.2

SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR PLAN - LEVEL 2

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 405 R0

Project: Elm Elementary School Reconstruction Project

Date: 11/19/2018

DESCRIPTION OF WORK

R&R Drywall For Marquee Blocking RFI 482

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to remove and replace drywall so blocking could be added for a Marquee sign. Reason: Marquee sign location was finalized after wall had been completed. Requested By: SVA Architects Ref: RFI 482	Pacific Interiors Enterprise	534
	Subtotal:	534
Contractual Costs		
Overhead 15%		80
	Subtotal:	80
	Total Change Order Request Amount:	**614**

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER

CONTRACTOR	☐
ARCHITECT	☐
SUBCONTRACTOR	☒
FIELD	☐
OTHER	☐

PROJECT: ELMESR-022
Elm Elementary School
450 E. Elm St
Oxnard, CA 93033

TO: Pacific Interiors Enterprises
2300 Knoll Dr Suite C Ventura, CA 93003
License No. 711333

CHANGE ORDER #: 39
CHANGE ORDER DATE: 11/06/2018
PROJECT #s: Bernards
DATE OF CONTRACT: 10/27/2017
FOR: Gypsum Board

The Contract is changed as follows:

RFI #482 - Removed drywall and patched back for marquee sign blocking

The original Contract Sum was	$780,580.00
The net change by previously authorized Change Orders is	$197,424.00
The Contract Sum prior to this Change Order was	$978,004.00
The Contract Sum will be increased by this Change Order in the amount of	$534.00
The new Contract Sum including this Change Order will be	$978,538.00
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	SUBCONTRACTOR	CONTRACTOR
	Pacific Interiors Enterprises	Bernards
ADDRESS	ADDRESS	ADDRESS
	2300 Knoll Dr Suite C Ventura, CA 93003	555 First St
	License No. 711333	San Fernando, CA 91340
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed Name)	*(Typed Name)*	Accounting *(Typed Name)*
DATE	DATE	DATE

PACIFIC INTERIORS ENTERPRISES

2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 11/6/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 39

Scope of Work: RFI #482 - Removed drywall and patched back for marquee sign blocking

Schedule of Values

Labor	448.04
Material	15.36
Equipment	0.00
Tax 7.75% Fuel 1%	1.34
Subtotal	464.74
Overhead & Profit @ 15%	69.71
Total	**$ 534**

Labor	Hours	Rate	Extension	Total
Framer/Installer	3.5	74.78	261.73	261.73
Drywall Finisher	1	68.48	68.48	330.21
Foreman	1.5	78.55	117.83	448.04
	0	0.00	0.00	448.04

Material	Quantity	Unit	Extension	Total
5/8" Drywall	1	15.36	15.36	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36
	0	0.00	0.00	15.36

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME	PHONE	DATE
BERNARDS		10-4-18

STREET	JOB NAME	JOB NUMBER

CITY	STATE	JOB ADDRESS

EXISTING CONTRACT NO.	CITY	STATE

DESCRIPTION ADMIN BLDG 3

DEMO D/W ABOVE GRID FOR BLOCKING TO ATTACH MARQUEE SIGN

CUT OUT & CLEAN-UP

Drywall had to be Demo'd to add blocking & rough-in for for Marquee per RFI # 482. -AR

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Hvac	A. Miranda				2					

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 10/8/18

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PACIFIC INTERIORS ENTERPRISES
2300 KNOLL DR. STE C
VENTURA, CA 93003-8058
(805) 654-7085 Fax (805) 654-7084

CUSTOMER NAME: BRENNERS		PHONE	DATE: 10/29/18
STREET		JOB NAME: ELM School	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY: OXNARD	STATE: CA

DESCRIPTION: ADMIN BLDG 3 Rem # 103

PATCH BACK D/W ABOVE GRID AT BACK OF MARQUEE

FINE TAPER JOINTS

Per RFI # 482 drywall had to be removed & replaced to accommodate the new marquee location

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 10/31/18

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
HANGER	A. VENEGAS	1.5								
HANGER										
FINISHER	A. GUERRERO	1								
FOREMAN	R. SCHOVIA	1.5								

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
D/W 4X12 5/8	1 SHT		

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 _____ Date _____
(CONTRACTOR SIGNS HERE)

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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 09/30/18

Item	Description	Notes	% Rate	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
10	**Taxes:**	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
Title: Foreman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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
Title: Journeyman
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)

Project: Elm Elementary School
Location: Oxnard
Effective Date Through 06/30/19

Item	Description	Notes	% Rate	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. : 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

Date: 07-26-18
Discipline: Architectural

Subject: Marquee @ the admin bldg.

Response Requested By: 08-02-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-21.1	2	East Elevation

QUESTION

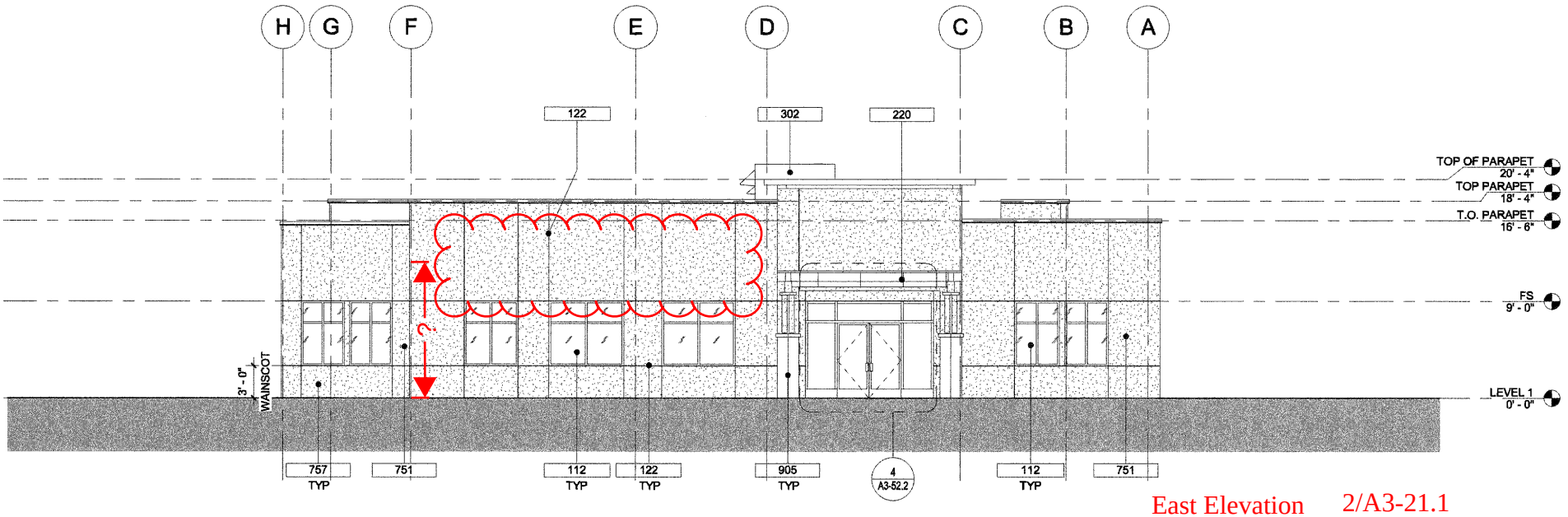
Per the discussion on 7/17/2018, during the OAC meeting, please confirm that a new marquee is to be mounted over the center of three (3) windows of the admin building (as shown in the attached sketch). Also, kindly specify the height at which it needs to be placed.

ANSWER

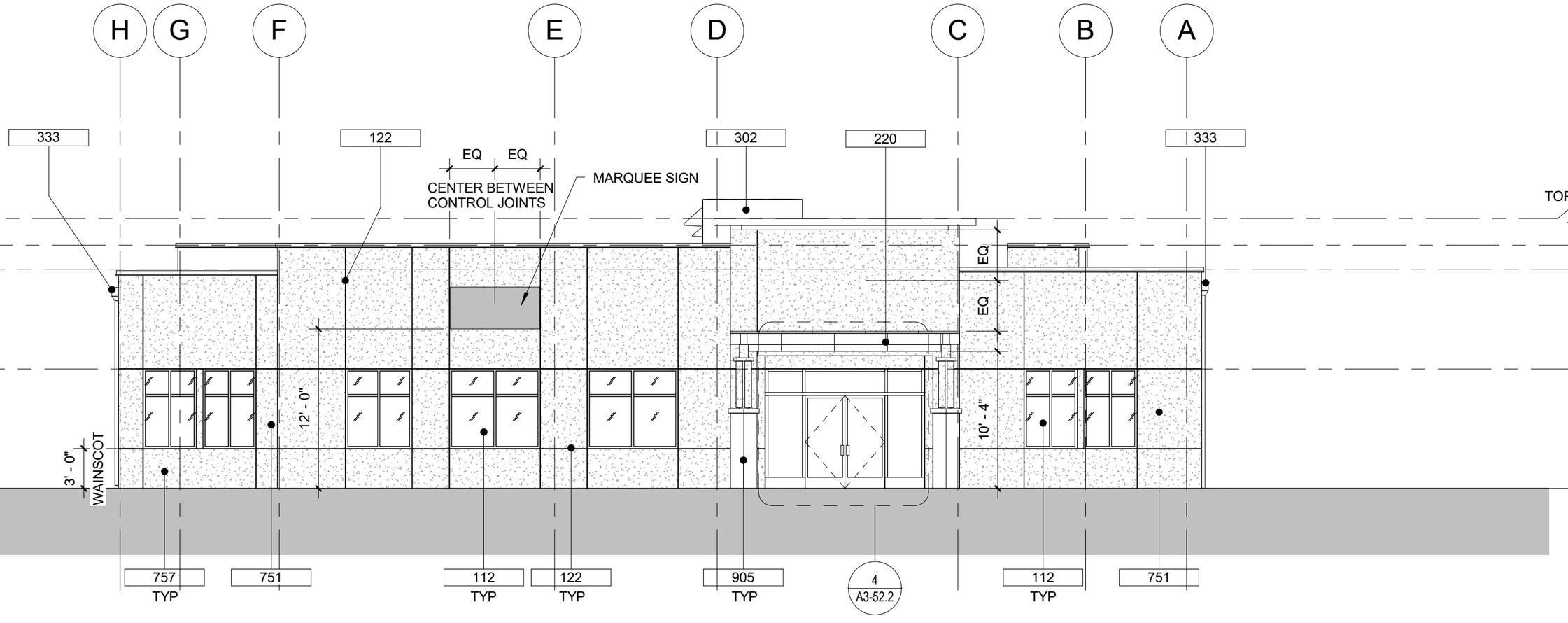
See attached sketch for proposed location of marquee sign.

Response Provided By:	Tom Bardwell	SVA Architects	8/6/18
	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

#16-199

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

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is 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.

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.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing 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 Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **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

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 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

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

EXHIBITS A and B

Scope of Work

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project wil be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Daya. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents ($23,306,886.00).**

		PLAN SHEET DATE
GENERAL PLAN SHEETS		
GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016
CIVIL PLAN 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		1/8/2016
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	
STRUCTURAL PLAN SHEETS		1/8/2016
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	

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		10/24/2014
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	
FIRE SPRINKLER PLAN SHEETS		5/25/2016
FP01	SITE PLAN	7/1/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	

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	CLASSRROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

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	
DIVISION 2 - EXISTING CONDITIONS		
02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016
DIVISION 3 - CONCRETE		
03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN –PLACE CONCRETE	8/1/2016
DIVISION 4 - MASONRY		
04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
DIVISION 5 - METAL WORK		
05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016
DIVISION 6 - WOOD AND PLASTIC		
06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

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

PROJECT SPECIFICATIONS Prepared by SVA Architects

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
DIVISION 12 - FURNISHING		
12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016
DIVISION 13 - SPECIAL CONSTRUCTION		
13 00 00	NOT USED -	N/A
DIVISION 14 - CONVEYING EQUIPMENT		
14 20 10	PASSENGER ELEVATORS	8/1/2016
DIVISION 21 - FIRE SUPPRESSION		
21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
DIVISION 22 - PLUMBING		8/1/2016
22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A

Scope of Work

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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

PROJECT SPECIFICATIONS Prepared by SVA Architects

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

EXHIBIT "B"

BERNARDS
BUILDERS + MANAGEMENT SERVICES

555 First Street
San Fernando, California 91340
T 818.898.1521 F 818.838.7956
www.bernards.com

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

BERNARDS

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**
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**
Contractors Contingency		3.00%		678,841
TOTAL				**$ 23,306,886**

Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43

BERNARDS

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

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

BERNARDS

QUALIFICATIONS & ASSUMPTIONS

Elm Street Elementary School Reconstruction

450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback

December 9, 2016

	The following items provide additional clarifications regarding the scope of work included in the Proposal:
1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities
4	Furnishing, installation, unloading / hoisting, storage, trash removal, and traffic control of Owner's FF&E items
5	Detail 20/S602 is Included for the Sun Shade Structural Steel Connections
6	Tectum Panels at the MPR Bldg Roof are Installed per Detail 2/A-64.2 Without Wood Furring or Insulation Above the Tectum Panels per the Specifications.
7	Continuous Unistrut, Fire Sealant and wire through blocking is excluded per Details 10,13&14/A64.1
8	Moisture Testing is Included per the Specifications. If Remediation is Required, the Cost per SF will be negotiated with Contractor
9	Side Channels per Spec 122113, 2.02/D are No Longer Offered by Any Manufacturer and are Excluded.
10	GMP excludes the relocation of any existing play structures noted on the drawings.

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report

BERNARDS

Erosion Control	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Whitson CM / Bernards					
Base Bid						
Spec #: 312500	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days						
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Erosion Control						
Silt Fencing	15,109					
Fiber Rolls	1,600					
Construction Entrances	21,000					
Storm Drain Inlet Protection	1,375					
SWPPP Implementation	28,562					
TOTALS	67,646	0	0	0	0	0

Recommendation:	Amount
Whitson CM / Bernards	67,646

Bid Evaluation Report

BERNARDS

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
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

BERNARDS

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

BERNARDS

Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
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	$19 / CY	$20.30 / CY	$29 / CY	$25.57 / CY	$26.10 / CY	$28.80 / CY
Export Spoils Stockpiled by Others	18,810	20,097	28,710	25,314	25,839	28,512
Concrete Spoils	9,500	10,150	14,500	12,785	13,050	14,400
Site Utilities	1,900	2,030	2,900	2,557	2,610	2,880
Plumbing, Electrical	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)						
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

BERNARDS

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

BERNARDS

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Terra Pave	Onyx Paving	Toro Ent.			
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0

Recommendation:	Amount
Onyx Paving	239,302

Bid Evaluation Report

BERNARDS

Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 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

BERNARDS

Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pilgrim Fence				Date Printed	12/6/2016
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

BERNARDS

Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	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	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
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

BERNARDS

Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on 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

BERNARDS

Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				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
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Clarita Concrete	JT Wimsatt				
Base Bid	988,000	955,000				
Spec #: 031000, 033000-AD1	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per 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 Faming 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

BERNARDS

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 - 3&4/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

BERNARDS

Lightweight Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Insul-Flow	JT Whimsatt	Cell-Crete			
Base Bid	43,195	80,000	No Bid			
Spec #: N/A	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	Included	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Lt. Weight Concrete	Included	Included				
1-1/2"" Lt Weight Concrete over Enkasonic Sound Mat on 2nd Floor of Classroom Building 1 - 16/S601 & 13&15/S612 & 8/A60.1	Included	Included				
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	In Concrete	In Concrete				
Lt Wt Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	In Concrete	In Concrete				
Balco Stair Strips AB-2 per 6/A1-45.3	In Concrete	In Concrete				
TOTALS	43,195	80,000	0	0	0	0

Recommendation:	Amount
Insul-Flow	43,195

Bid Evaluation Report

BERNARDS

Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Loyd Tonsing 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	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	**79,607**	**79,044**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Skidmore Masonry	79,044

Bid Evaluation Report

BERNARDS

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				
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

BERNARDS

Structural Steel

Elm Street Elementary School Reconstruction

Job Number	Elm
Bid Date	12/7/2016
Date Printed	12/6/2016

Description	Subcontractors					
	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
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 Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	Included				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	Included	4,200				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	900	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	450	Included				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	4,500	4,500				
	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
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report

BERNARDS

Rough Carpentry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	**WS Klem**	**Abdellatif Ent.**	**JF Construction**			
Base Bid	2,903,000	2,895,000	Incomplete			
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included				
Spec #: 067000, 097733, 107113.43	Included	Included				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
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 Faming Details - A-61.3	61,173	62,000				
Hold Down Schedule (A-H4)	Included	Included				
Shear Wall Panels per 2/S621	Included	Included				
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included				
Wall Framing - 2x4, 2x6, 2x8	Included	Included				
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included				
Plywood Backboards - Electrical / Low Voltage	1,250	1,250				
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included				
Storage of Lumber and Delivery to Site	Included	Included				
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200				
Bldg 1 - Classroom	Included	Included				
Plywood Floor Sheathing - 18/S622	Included	Included				
Plywood Roof Sheathing - 18/S622	Included	Included				
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included				

Bid Evaluation Report

BERNARDS

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
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included				
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included				
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included				
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included				
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0				
Bldg 2 - MPR	Included	Included				
Plywood Roof Sheathing - 18/S622	Included	Included				
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included				
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included				
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included				
2x Furring Strips at 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 - Admin	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

BERNARDS

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

BERNARDS

Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Systems WP	Angelus WP	Eberhard	Letner		
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

BERNARDS

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	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0

Recommendation:	Amount
Systems WP	95,436

Bid Evaluation Report

BERNARDS

Insulation	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	DJ Insulation	Viking Insulation	ALCAL			
Base Bid	80,000	89,860	56,152			
Spec #: 72100	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Thermal and Blanket Insulation						
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included			
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included			
R30 at Roof	Included	Included	30,000			
Walls with "A" Designation to Receive Insulation per A61.1	Included	Included	Included			
Insulation at All Buildings 1-4	Included	Included	Included			
TOTALS	80,000	89,860	86,152	0	0	0

Recommendation:	Amount
DJ Insulation	80,000

Bid Evaluation Report

BERNARDS

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 - RFI 26	Included	Included				
Galvanized, Rectangular Shaped - Painted	Included	Included				
Bldg 1 - Classroom	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Splash Blocks at Downspouts per Elevations	Included	Included				
Roof Hatch - 9/A63.1	Included	Included				
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included				
Prefab Curb by MFR	Included	Included				
Bldg 1 - Classroom - (1)	Included	Included				

Bid Evaluation Report

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

BERNARDS

Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	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

BERNARDS

Doors, Frames & Hardware	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Design Hardware	Star Hardware	Construction Hardware			
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Hollow Metal Doors and Frames	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site	Included	Included	Included			
Site 3'-4"x8' HM Door & Frame at Elec Enclosure 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

BERNARDS

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

BERNARDS

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

BERNARDS

Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
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

BERNARDS

Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elijay Acoustics	Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
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

BERNARDS

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay 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

BERNARDS

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-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	2,736	2,736	2,736	2,736		
2x Furring at Presentation Ceiling - 8/A64.2	Included	Included	Included	Included		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	N/A	N/A	N/A	N/A		
Acoustic Room Components						

Bid Evaluation Report

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-Glo		
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
Cali-USA Acoustics	190,736

Bid Evaluation Report

BERNARDS

Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
	Subcontractors					
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	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	Included	Included	Included	Included	Included	
Minor Floor Prep	Included	Included	Included	6,500	Included	
Testing for PH and Moisture	$3.70 / SF	$5.25 / SF	$5.00 / SF	$5.00 / SF	$5.00 / SF	
Remediation if Applicable	Included	Included	Included	Included	Included	
Resilient Flooring	Included	Included	Included	Included	Included	
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	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	Included	Included	Included	Included	Included	
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	Included	Included	Included	Included	Included	
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick						

Bid Evaluation Report

BERNARDS

Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring	
Color A & B - A63.3	Included	Included	Included	Included	Included	
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

BERNARDS

Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
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	14,500	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	Included	Included	Included	Included
Exterior Stairs Shop Primed and Painted	110,000	93,125	110,000	110,000	110,000	110,000
Intumescent Fireproofing	In Above	Included	In Above	In Above	In Above	In Above
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	5,000	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4						

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

BERNARDS

Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting			
Base Bid	368,123	343,000	Incomplete			
Spec #: 099000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	Included	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
	N/A	N/A				
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				
	In Above	In Above				

Bid Evaluation Report

BERNARDS

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

BERNARDS

Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
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

BERNARDS

Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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	
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

BERNARDS

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

BERNARDS

Food Service Equipment	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Kamran and Co.	Kitcor	RW Smith	East Bay	Boelter	
Base Bid	349,000	373,116	389,400	396,000	353,000	
Spec #: 114000	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	60 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Food Service Equipment						
Equip Schedule per Specs & FS-201	Included	Included	Included	Included	Included	
Kitchen in MPR Bldg 2 - A2-41.1	Included	Included	Included	Included	Included	
Remote Refrigeration Rack on Roof - A2-11.2 & FS-502	Included	Included	Included	Included	Included	
Walk-In Freezer & Cooler - FS-503	Included	Included	Included	Included	Included	
Hood Details - FS-602 & 3	Included	Included	Included	Included	Included	
Substitutions Allowed per RFI 29	Included	Included	Included	Included	Included	
TOTALS	349,000	373,116	389,400	396,000	353,000	0

Recommendation:	Amount
Kamran and Co.	349,000

Bid Evaluation Report

BERNARDS

Window Coverings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Sheward & Son & Sons	Diversified Window				
Base Bid	24,950	41,006				
Spec #: 122113	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	90 Days	90 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Window Coverings	Included	Included				
MFR - Levelor, HD, Spring	Included	Included				
Bldg 3 - Admin	Included	Included				
All Windows Interior and Exterior per Note 134/A3-11.1	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Windows per Floor Plan on A4-11.1, Note 134	Included	Included				
TOTALS	24,950	41,006	0	0	0	0

Recommendation:	Amount
Sheward & Son & Sons	24,950

Bid Evaluation Report

BERNARDS

Elevators	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Otis				Date Printed	12/6/2016
Base Bid						
Spec #: 142010-AD1	135,000					
Spec #:	Included					
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Elevators						
Deferred Approval	Included					
MFR - ThyssenKrupp, Otis or Schindler	Included					
Hydraulic Elevator	Included					
Bldg 1 - Classroom	Included					
Elevator No. 1: 3500#, 100ft/min, 2 Stops, 2 Openings per AD1 Specs	8,500					
Standard Interior Finishes per 2/Gen-6	Included					
Make Connection Between Fire Alarm Relay and Elevator Controller	Included					
Elevator Hostway Scaffolding	Included					
Hoisting	Included					
TOTALS	143,500	0	0	0	0	0
Recommendation:	Amount					
Otis	143,500					

Bid Evaluation Report

BERNARDS

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					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						
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

BERNARDS

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.
Base Bid	671,450	513,546	456,457	526,000
Spec #: 331000, 333000, 334000	Included	Included	Included	Included
Spec #:				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included
Bid Good for 60 Days	Included	60 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
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
Sawcuting for New Utilities	Included	Included	Included	Included
Traffic Control	3,584	3,584	3,584	Included
Traffic Rated Trench Plates	Included	Included	Included	Included
Temp Asphalt Patching	Included	Included	Included	Included
Excavation Spoils Stockpile	2,048	2,048	2,048	Included
Pressure Test and Flush System	Included	Included	Included	Included
Sewer	Included	Included	Included	Included
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included
Cleanouts (8)	Included	Included	Included	Included
All Piping and Connections to Main line (2)	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

BERNARDS

Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	**Ground Breakers**	**Toro Ent.**	**J. Vega Eng.**	**Burns Pacific Const.**		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
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)	Included	Included	Included	Included		
Fire Hydrant Bollards/Footings - 301/C04 (12)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Sprinkler Connections - 5' Outside Bldg	3,000	3,000	3,000	2,600		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	Included	Included	Included		
Gas	Included	40,000	Included	Included		
Gas Lines per Plumbing P005	Included	Included	Included	Included		
Performance Contingency	N/A	N/A	45,000	N/A		
TOTALS	**698,032**	**580,128**	**519,039**	**541,895**	**0**	**0**
Recommendation:	**Amount**					
J. Vega Eng.	**519,039**					

Bid Evaluation Report

BERNARDS

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	7,500	7,500	7,500	7,500	7,500	
All Related Trenching / Backfill	Included	Included	Included	Included	Included	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS

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

BERNARDS

HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
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

BERNARDS

HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
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

BERNARDS

Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
	Subcontractors			Date Printed	12/6/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 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

BERNARDS

Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
Cable Schedule - E0.4	Included	Included	Included			
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included			
Distribution Panelboards	Included	Included	Included			
Panel Boards	Included	Included	Included			
Power Distribution	Included	Included	Included			
Conduits & Raceways	Included	Included	Included			
Terminal Cabinets & Racks	Included	Included	Included			
Cable Trays & Supports	Included	Included	Included			
Wiring / Conductors	Included	Included	Included			
Floor boxes	Included	Included	Included			
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included			
Connections to Existing Generator	Included	Included	Included			
Lighting Control Panel / System	Included	Included	Included			
Emergency Lighting / Exit Signs	Included	Included	Included			
Power to Mechanical & Plumbing Equipment	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included			
Bldg 2 - MPR	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Connections for all Kitchen Equipment	Included	Included	Included			
Conduit for Theatrical Lighting	Included	Included	Included			
Elec Room 102 - E2-4.1	Included	Included	Included			
Bldg 3 - Admin	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Power for VAV & Rooftop Equipment	Included	Included	Included			
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included			
Single Line Diagram - E4.0	Included	Included	Included			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included			
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included			
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc			
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included			
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included			

Bid Evaluation Report

BERNARDS

Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
	Subcontractors			Date Printed	12/6/2016
Description	**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 Gamewll-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report

BERNARDS

Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0

Recommendation:	Amount
Taft Elec.	2,415,989

Bid Evaluation Report

BERNARDS

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**	6,150	Glendon Co.	5
	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)			
105100	**Lockers**	1,650	John Pence	3
	MFR - Art Metal, Penco, Republic			
	Locker Alcove 2-113			
	2-Tier Lockers per 6&7/A64.4			
107500	**Flagpoles**	4,293	Pole Tech	2
	Flag Pole 35' per 8/A64.4 (1)			
	Set Pole			
	Footing per Site Concrete			
114800	**Physical Education Equipment**	5,150	Bernards	
	MFR - Jaypro, Cassidy, Draper			
	Volleyball Sleeves, Standards, Net, Antenna			
	Ref Stand and Pad			
124813	**Entrance Floor Mats**	N/A	N/A	
	MFR - AFP, RC Musson, Pawling			
	Rubber Mat 1/4" Thick, 48x72			
126823	**Folding Cafeteria Tables**	OFOI	OFOI	
N/A	**Misc Site Furnishings**	128,099	Bernards	
	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			
N/A	**Misc Equipment (TV's)**	121,300	Bernards	
	TV's in Classrooms			
	MFR - Sharp 50" & 60" LE650U			
	Wall Mount - Chief TS318TU			
	Ceiling Mount - Chief MCM1U			
	Bldg 1 - Classroom			
	60" TV's in Classroom Bldg per 9/A64.4 (62)			
	TV Mounts (62)			
	Bldg 4 - Kindergarten			
	50" TV's in Classroom Bldg per 11/A64.3 (4)			
	TV Mounts (4)			
N/A	**Final Cleanup**	68,534	Bernards	
	Exterior			
	Interior			
	Total	**335,176**	**Bids Received**	**10**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** 1/16/19

	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**		_X__
F.	**Board Policies**	**1st Reading _____**	**2nd Reading _____**

Approval of Agreement #18-192 – Dr. Trudy T. Arriaga (DeGenna)

Dr. Trudy T. Arriaga will provide continued professional development in Cultural Proficiency to Oxnard School District staff during the 2018-2019 school year. Training will consist of building and expanding on the equity practices currently in place.

FISCAL IMPACT:

Total cost not to exceed: $14,400.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-192 with Dr. Trudy T. Arriaga.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-192, Dr. Trudy T. Arriaga (13 Pages)
Proposal (6 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-192

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January 2019 by and between the Oxnard School District ("District") and Dr. Trudy T. Arriaga ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from January 17, 2019 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed Fourteen Thousand Four Hundred Dollars ($14,400.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

23. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Anabolena DeGenna
Phone: 805.385.1501, x2301
Fax: 805.486.7358

To Consultant: Dr. Trudy T. Arriaga
1647 Poli Street
Ventura, CA 93001
Phone:
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**. **DR. ANABOLENA DEGENNA** 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:	**DR. TRUDY T. ARRIAGA:**
_____	_____
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 #**18-192**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-192

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED PROPOSAL**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED PROPOSAL**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	**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 #**18-192**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-192

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Fourteen Thousand Four Hundred Dollars ($14,400.00), 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 $14,400.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-192**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-192

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 #**18-192**

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 #**18-192**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-192

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DR. TRUDY T. ARRIAGA**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Preliminary Proposal
Culturally Proficient Practices: Building Capacity
Trudy Arriaga

Presented to
Oxnard School District

About the Consultant

Dr. Trudy T. Arriaga served the Ventura Unified School District as superintendent for 14 years. She began her career as a bilingual paraeducator and enjoyed 40 years of service in education as a teacher, assistant principal, principal, director and university instructor at all levels. Trudy retired as superintendent in July 2015 and was honored by the naming of the VUSD District Office, The VUSD Trudy Tuttle Arriaga Education Service Center. She is currently on the Cal Lutheran University faculty as a Distinguished Educator in Residence in the Graduate School of Education. Trudy is the co-author of Opening Doors: An Implementation Template for Cultural Proficiency with her esteemed colleague, Dr. Randall B. Lindsey. Trudy has focused her life work on the fundamental belief that the educational system has tremendous capability and responsibility to open doors for all students. Her leadership has focused on core values that ensure equity, access, and opportunity for every child and their family. It has been her privilege to ensure that the actions of the organization reflect the stated values of the organization. She has been privileged to not only lead a culturally proficient organization, but to live one. Trudy works with school districts throughout the United States to support them in their journey towards building culturally proficient organizations.

Overall Goals for 2018-19

- To initiate, support and deepen Cultural Proficiency efforts throughout Oxnard School District.
- To build on and expand equity practices currently in place in Oxnard School District and the work that was done in the 2017-18 school year.
- To affirm the commitment to customer service in Oxnard School District

Training Design:

1. Inspire and inform all selected employees through a comprehensive cultural proficiency training and the connect next steps from the work that has been previously done in the district.
2. Introduce key participants to Cultural Proficiency values, behaviors, knowledge and skills as they relate to the district culture and customer service / public relations initiatives. Each session will entail an in-depth study and application of the four Tools of Cultural Proficiency – Overcoming Barriers, the Guiding Principles as Core Values, the Cultural Proficiency Continuum, and the Essential Elements of Cultural Competence as standards to guide policy and practice.
    - Professional learning experience to introduce and conduct in-depth explorations of the Tools of Cultural Proficiency.
    - Provide meaningful experiences to deepen knowledge and skills with Tools of Cultural Proficiency with emphasis on development and use of breakthrough communication, customer service and door opening skills.

Training Themes

1. Use of the Four Tools of Cultural Proficiency:
    - Embracing the Guiding Principles of Cultural Proficiency as core values in esteeming culture as central to professional and institutional practice.
    - Recognizing, identifying and overcoming personal and professional barriers to Cultural Proficiency.
    - Discerning unhealthy values, behaviors, policies and practices in a way that allows educators and their schools to use healthy values, behaviors, policies and practices that embrace student cultures as assets.
    - Learning and using the Essential Elements of Cultural Proficiency as standards that guide educators in their primary functions of leadership, counseling, student interactions, parent/guardian interactions, classroom instruction, on-going curriculum development, and approaches to assessment and accountability.

Intended Learning Outcomes

- Participants to view Cultural Proficiency and public relations as a shared priority;
- Participants to experience Cultural Proficiency as personal and professional work;
- Participants to develop Culturally Proficient efficacious practices in institutional applications.
- Participants to use the Tools of Cultural Proficiency as a guide for addressing classroom, school and district based equity issues.

Participants' Applied Use of Tool of Cultural Proficiency

Cultural Proficiency is organized by a set of core values and a set of standards, from which:

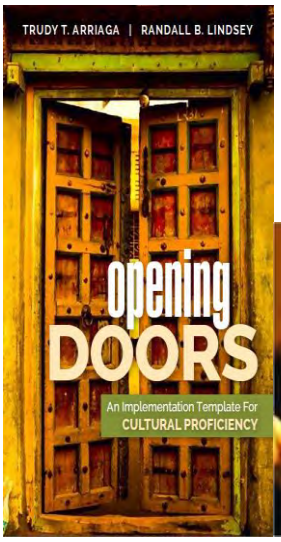
- Participants will have the knowledge and skill for applying Cultural Proficiency's core values, expressed as the Guiding Principles of Cultural Proficiency, and the standards, expressed as the Essential Elements of Cultural Competence, to their professional practice and to the College's policies and practice.

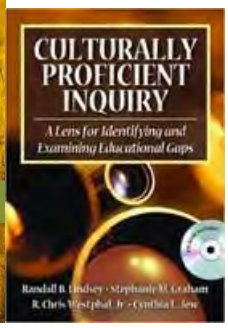
Training Materials

1. Instructional materials used in the training may include:
   a. *Culturally Proficient Learning Communities: Confronting Inequities through Collaborative Curiosity* (2009) by Delores B. Lindsey, Linda D. Jungwirth, Jarvis V.N.C. Pahl, and Randall B. Lindsey
   b. *Cultural Proficiency: A Manual for School Leaders*, 3rd Edition (2009) by Randall B. Lindsey, Kikanza Nuri-Robins, and Raymond D. Terrell
   c. *Opening Doors: An Implementation Template for Cultural Proficiency,* (2016) by Trudy T. Arriaga and Randall B. Lindsey
   d. *Culturally Proficient Inquiry: A Lens for Identifying and Addressing Achievement Gaps,* (2008) by Randall B. Lindsey, Stephanie M. Graham, R. Chris Westphal, Jr., and Cynthia L. Jew.

Culturally Proficient Leadership: The Personal Journey Begins Within (2009) by Raymond D. Terrell and Randall B. Lindsey.

Culturally Proficient
Instruction
A Guide
for People
Who Teach
THIRD EDITION


TRUDY T. ARRIAGA | RANDALL B. LINDSEY
opening
DOORS
An Implementation Template For
CULTURAL PROFICIENCY


CULTURALLY
PROFICIENT
INQUIRY
A Lens for Identifying and
Examining Educational Gaps

2. PROSPECTIVE TIMELINE AND INVESTMENT SCHEDULE

Date	Description	Investment
Scope of work: 2018-19	**TBD: Recommend 8 days of training and equity walk through observations.** **Audience: District Leaders, Principals, District Office Staff, Paraprofessionals, certificated staff** • Customized training on Cultural Proficiency • Includes all advance planning, one day of professional development support, custom handout for participants, and all travel expenses	
	Total Cost: $1800 per day for a total of $14,400 for as per contract agreement for 8 days.	

Regular Board Meeting
September 5, 2018

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in regular session at 5:05 p.m. on Wednesday, September 5, 2018, at the Educational Service Center.

ROLL CALL

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest "Mo" Morrison, and Denis O'Leary. Trustees Monica Madrigal Lopez and Trustee Veronica Robles-Solis arrived at 5:07. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat, Dr. Ana DeGenna and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro.

PLEDGE OF ALLEGIANCE

Students Everett Cunningham, Mateo Cardenas, Donovan Melendez, and Andrew Nombrano, from the San Miguel Infant and Preschool Program lead the audience in the Pledge of Allegiance.

DISTRICT'S VISION AND MISSION STATEMENTS

Charlotte Watts, preschool student will read the District's Vision and Mission Statements and Iris Canongo, Kamala School student and Monarch Mentor will recite the Mission Statement in English and Spanish.

PRESENTATION BY SAN MIGUEL SCHOOL

Ms. Mary Truax gave a presentation on San Miguel School. She mentioned that San Miguel facilities had been improved. Mrs. Truax informed there were about 244 preschool students and 24 infants. Class size is between 29 and 32 students. San Miguel serves not only Oxnard but also Huaneme and Ocean View, which are smaller districts. There were 79 students in the SDC program. Usually there are 55 students identified and enrolled in preschool Special Education that do not need a comprehensive Special Education Program. She shared the accomplishments and changes over the 2017-18 school year.

President Cordes presented a token of appreciation to the students that participated in the Board Meeting.

ADOPTION OF THE AGENDA

On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-1; being Trustee O'Leary the no vote, the agenda was approved, with the proposed amendments.

- Item C.2 18#93 was moved from the Consent Agenda to the Action Items as D.7. *The Coalition for Family Harmony to provide education groups on violence prevention to identified students at the Middle School Academies. Referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families. No fiscal impact*.

STUDY SESSION – STATE AID PRESENTATION BY CFW

A.6 Dr. Cesar Morales, District Superintendent, introduced Mr. Ernesto Flores, Mr. Emilio Flores and Mr. Greg Norman with CFW, who provided a presentation regarding a status update on the State Aid Program and the District's eligible projects.

A.7 President Cordes read the Rules for Individual Participation. PUBLIC PARTICIPATION
No one approached the Board.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION September 5, 2018: CLOSED SESSION
After public comments on the Closed Session agenda items, 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: four (4 cases)
  - Office of Administrative Services Case # OAH No. 2018030408
  - Office of Administrative Services Case # OAH No. 2018051067
  - Final Settlement Agreement and General Release Case No. IT00806
  - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, 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.

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under Government Code, Section 54956.8:
Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code,* Section 54957 and *Education Code,* Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Reassignment:
  a. Appointments: Principal, Soria & Assistant Principal, Haydock

Trustees convened to closed session at 6:44 p.m. until approximately 7:13 p.m. to discuss items on the closed session agenda.

President Cordes reported the Board will return to closed session later. REPORT ON CLOSED SESSION

A.11 Dr. Ana DeGenna introduced Ms. Ginger Shea who provided a presentation on College Readiness and shared the current activities at the District, REPORT - COLLEGE READINESS

and the future plans and steps to engage and inform families and students of the Oxnard School District about College Readiness.

B.1 Trustee Morrison read the rules for individual participation in English and President Cordes read them in Spanish. PUBLIC COMMENT

- No requests were received.

On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the Consent Agenda, as amended. CONSENT AGENDA (Motion# 18-15)

C.1 Approved the following Agreements: (Approval of Agreements)

Academic:

- #18-97 Jennifer A. Blok, Consultant, to provide Rose Avenue students with instrumental and vocal music lessons using curriculum based songs and activities, term of agreement September 6, 2018 through June 7, 2019; amount not to exceed $9,800.00, to be paid from LCFF Intervention funds.

Support Services:

- #18-91 Art Trek, Inc., to provide art activities for the children of parents attending Oxnard School District's Strengthening Our Families event on September 22, 2018. Art Trek, Inc. will provide activities within visual arts and dance that are correlated to the event's theme of wellness. Art Trek will also provide parent workshops to provide information on "hands on" activities to families regarding the therapeutic value of the arts within wellness for both adults and children; amount not to exceed $3,000.00, to be paid from Title 1 funds.

C.2 Ratified the following agreements: (Ratification of Agreements)

Academic:

- #18-103 El Centrito Family Learning Centers – Mis Padres y Yo, agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of El Centrito Family Learning Centers. Mis Padres y Yo is a Parent and Child Together (PACT) strategy. Workshops focus on providing child development and nurturing support for parents of infants to 3 year olds, term of agreement August 9, 2018 through June 30, 2019; amount not to exceed $35,000.00, to be paid from First 5/Oxnard NfL funds.
- #18-104 El Centrito Family Learning Centers - Ramona NfL Preschool. Agreement/ MOU formalizes the partnership between Oxnard School District and El Centrito Family Learning Centers and makes it possible for each agency to use their resources to benefit the children of the Oxnard School District by providing young children with Head Start services at Ramona NfL Preschool for the 2018-2019 school year, term of the agreement July 1, 2018 through June 30, 2019, no fiscal impact.

Facilities:

- #17-288 Ratification of Change Order #1 with Channel Islands Roofing, Inc. for Roof Replacement 2018 – Various Sites. On April 18, 2018, the Board approved the Award of Formal Bid #17-03 and the Approval of Agreement

#17-288 for Roof Replacement 2018 for roof replacement at the Operations Service Center in the amount of $40,309.00. Upon commencement of construction, the project team encountered unforeseen conditions during the demolition activity, which required removal and replacement of dry rot and termite damaged plywood decking. It is requested that the Board of Trustees ratify Change Order #1 in the amount of $3,150.68 to the original contract amount. The current contract amount would be $43,459.68; amount not to exceed $3,150.68, to be paid from Deferred Maintenance funds.

Special Education:

- #18-95 Center for Developing Kids, Inc. to provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete occupational therapy evaluations; amount not to exceed $10,000.00, to be paid from Special Education funds.

Support Services.

- #15-21 Ratification of Amendment #2 with CSBA's Practi-Cal Inc. Amendment #2 in the amount of $360,000.00 is necessary to cover the continuation of CSBA's Practi-Cal Inc.'s services for another 3-year period through the 2020-2021 fiscal year, bringing the total contract amount to $580,000.00. This will enable CSBA's Practi-Cal Inc. to bill the District for the percentage of the amount received in the Medi-Cal reimbursements. Total cost not to exceed $120,000.00 per year, amount not to exceed $360,000.00 for three years, to be paid from LEA Medi-Cal funds.
- #18-92 Big Brothers Big Sisters of Ventura County (BBBSVC) to provide a professional program manager at Lemonwood Elementary School to implement their evidenced-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors, no fiscal impact.
- *Moved to Action Item D.7 #18-93 The Coalition for Family Harmony to provide education groups on dating violence prevention to identified students at the Middle School Academies. Referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families, no fiscal impact.*
- #18-94 R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens, no fiscal impact.
- #18-96 Children's Resource Program/Ventura County Medical Resource Foundation. The program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program, no fiscal impact.

C.3 Approved WAL #5 for Master Agreement #13-129 with Knowland Construction Services; amount not to exceed $90,100.00, to be paid out of the Master Construct and Implementation Funds.

(Approval of Work Authorization Letter #5 to Agreement #13-129 with Knowland Construction Services (KCS) to

Provide DSA Inspection Services for the Kinder/Flex Facility Project at Ramona Elementary School)

C.4 Approved WAL #8 for Master Agreement #13-126 with MNS Engineers; amount not to exceed $2,860.00, to be paid out of the Master Construct and Implementation Funds.

(Approval of Work Authorization Letter #8 to Agreement #13-126 with MNS Engineers to Provide Waterline Easements for the McKinna Elementary School Reconstruction Project)

C.5 Approved Amendment #005 to Agreement #12-231 for additional architectural services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed $13,410.00, to be paid out of the Master Construct and Implementation Funds.

(Approval of Amendment #005 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project)

C.6 Approved Amendment #007 to Agreement #12-240 with Dougherty and Dougherty for the Harrington ECDC Project for additional architectural and engineering services; amount not to exceed $19,175.00, to be paid out of Master Construct & Implementation Funds.

(Approval of Amendment #007 to Agreement #12-240 with Dougherty and Dougherty for the Harrington ECDC Project)

C.7 Approved Amendment #005 to Agreement #13-121 with SVA Architects for the Elm Reconstruction Project for additional architectural and engineering services; amount not to exceed $13,410.00, to be paid out of Master Construct & Implementation Funds.

(Approval of Amendment #005 to Agreement #13-121 for SVA Architects to Provide Additional Architectural Services for the Elm School Reconstruction Project)

C.8 Approved Contingency Allocation No. 003 to Construction Services Agreement #17-117 with Bernards, for additional items of work related to the Marshall New Classroom Building Project; amount not to exceed $81,969.00, to be paid out of Master Construct & Implementation Funds.

(Approval of Contractor Contingency Allocation No. 003 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project)

C.9 Approved the out of state conference as outlined; amount not to exceed $7,000.00, to be paid from the Information Technology Services Budget in the General Fund. (Approve Out of State Travel Q Users Experience – Michigan)

C.10 Agreed to reject York Claim VCBA07733A1. No expected fiscal impact from this claim. (Rejection of Liability Claim: VCBA07733A1)

C.11 Approved to set the date of October 10, 2018 for Public Hearing to determine sufficient textbooks or instructional materials. This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted on September 6, 2018. (Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2018-2019)

C.12 Scheduled September 19, 2018 for the Public Hearing for CSEA and the District's proposals. Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA. (Approval to Set Date for Notice of Public Hearing re: Sunshine of the California School Employees Association's (CSEA), Chapter #272 and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547)

C.13 Approved the establishment, abolishment and increase of the positions as presented. (Establish/Abolish/ Increase/Reduce Hours of Position)

C.14 Approved approve the personnel actions, as presented. (Personnel Actions)

Listed below are recommended Classified 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. (Classified)

Name	**Position**	**Effective Date**
New Hire		
Canales, Catalina	Health Care Technician, Position #9032 Pupil Services 7.00 hrs./183 days	08/14/2018
Rodriguez, Deborah C.	Child Nutrition Worker, Position #1703 Itinerant 5.0 hrs./185 days	08/14/2018
Villagomez, Erika	Health Assistant, Position #8437 Ramona 5.00 hrs./183 days	08/14/2018
Limited Term		
Espejel, Clara A.	Paraeducator	08/09/2018

Naranjo, Cristina	Paraeducator	08/01/2018
Rodriguez, Anthony	Custodian	08/14/2018
<u>Exempt</u>		
Alvarado, Maria	Campus Assistant	08/16/2018
Castillo, Lucy	Campus Assistant	08/16/2018
Garcia, Daisy	Campus Assistant	08/16/2018
Garcia, Victor	Campus Assistant	08/16/2018
Mendoza, Khristina	Campus Assistant	08/16/2018
Ortiz, Mary	Campus Assistant	08/16/2018
Palomar, Brian	Campus Assistant	08/16/2018
<u>Promotion</u>		
Duchon, Jill	Child Nutrition Cafeteria Coordinator, Position #0281 McAuliffe 8.0 hrs./185 days Child Nutrition Worker, Position #2838 Driffill 4.0 hrs./185 days	08/13/2018
<u>Increase in Hours</u>		
Bradley, Arderick L.	Instructional Materials Warehouse Attendant Driver, Position #8394 Educational Services 8.0 hrs./246 days Instructional Materials Warehouse Attendant Driver, Position #8394 Educational Services 4.0 hrs./246 days	08/20/2018
Fountain, Genisis K.	District Textbook Coordinator, Position #2300 Educational Services 8.0 hrs./246 days District Textbook Coordinator, Position #2300 Educational Services 7.0 hrs./246 days	08/17/2018
Madrid, Tulsa	Adaptive Technology Technician, Position #1283 Special Education 8.0 hrs./183 days Adaptive Technology Technician, Position #1283 Special Education 6.5 hrs./183 days	08/27/2018
<u>Transfer</u>		
Aguilar, Bertha A.	Paraeducator II, Position #966 Special Education 5.75 hrs./183 days Paraeducator II, Position #2904 Special Education 5.75 hrs./183 days	08/14/2018
Garcia Herrera, Lucrecia M.	Child Nutrition Worker, Position #2839 Elm 5.0 hrs./185 days Child Nutrition Worker, Position #2617 Itinerant 4.5 hrs./185 days	08/14/2018
Gonzalez, Julieta	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days Child Nutrition Worker, Position #2854 Ramona 5.0 hrs./185 days	08/14/2018
Paz, Lorena	Office Assistant II, Position #2136 Kamala 8.0 hrs./203 days Office Assistant II, Position #970 Brekke 8.0 hrs./203 days	09/04/2018
Romero, Vanessa P.	Child Nutrition Worker, Position #1588	08/14/2018

	Lemonwood 5.5 hrs./185 days Child Nutrition Worker, Position #2799 Lemonwood 5.0 hrs./185 days	
Return from Leave of Absence		
Hernandez, Anabel	Paraeducator II, Position #2234 Fremont 5.75 hrs./183 days	08/06/2018
Leave of Absence		
Fernandez, Monica	Paraeducator III, Position #6172 Special Education 5.75 hrs./183 days	08/14/2018- 06/15/2019
Miller, Linda	Paraeducator III, Position #2798 Special Education 5.75 hrs./183 days	08/20/2018- 09/18/2018
Navarro, Maria	Child Nutrition Worker, Position #1832 Chavez 5.0 hrs./185 days	08/14/2018- 09/03/2018
Reinstatement		
Born, Cecilia B.	Preschool Assistant, Position #1234 San Miguel 3.0 hrs./183 days	08/14/2018
Neally-Sportato, Shauna L.	Health Care Technician, Position #9054 Pupil Services 7.0 hrs./183 days	08/14/2018
Resignation		
Rivera, Winnie	Health Care Technician, Position #2944 Pupil Services 7.0 hrs./183 days	08/13/2018
Sanchez, Briana C.	Child Nutrition Worker, Position #8887 Soria 5.0 hrs./185 days	08/24/2018

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. (Certificated)

Name	**Position**	**Effective Date**
New hires		
Kessler, Joann	Teacher, Multiple Subject	08/14/2018
Lorenz, Melissa	Teacher, Multiple Subject	08/15/2018
Lozano, Michael	Teacher, Multiple Subject	08/15/2018
Uribe, Celeste	Teacher, RSP	08/14/2018
Perez, Griselda	Substitute Teacher	2018/2019 School Year
Velasquez, Justina	Substitute Teacher	2018/2019 School Year
Resignation		
Leon, Almacynthia	Teacher	08/13/2018
Martinez, Karina	Teacher	08/13/2018

D.1 On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the Variable Term Waiver, as described under Education Code: 44265.3. Cinthya Torres, would serve as a Speech Pathologist at Lemonwood, K-8 School for the 2018/19 school year beginning August 14, 2018, while employee enrolls and finishes a credential program.	APPROVAL OF THE VARIABLE TERM WAIVER IN SPEECH PATHOLOGY FOR 2018-19 FOR CINTHYA TORRES (Motion # 18-16)
D.2 On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the Variable Term Waiver, as described under Education Code: 44265.3. Sugey Reyes to serve as a Transitional Bilingual Education (TBE) first grade teacher at Sierra Linda, K-5 School for the 2018-19 school year beginning August 14, 2018, until the employee takes and passes the Spanish California Teacher of English Learners (CTEL) examinations and obtains bilingual authorization.	APPROVAL OF VARIABLE TERM WAIVER FOR BILINGUAL AUTHORIZATION FOR 2018-19 FOR SUGEY REYES (Motion # 18-17)
D.3 On Motion by Trustee O'Leary, seconded by Trustee Morrison and carried on a roll call vote 5-0, the Board approved to ratify Agreement/MOU #18-105 with Butte County Office of Education/California Mini-Corps for tutoring services, as presented. The California Migrant Mini-Corps Program provides migrant students in our district with tutoring services. The tutors are hired through and supervised by the Butte County Office of Education. The tutoring services can occur during the regular school day, summer school, or Saturday School. There is no cost to the Oxnard School District for these services.	RATIFICATION OF AGREEMENT/ MOU #18-105 WITH BUTTE COUNTY OFFICE OF EDUCATION/ CALIFORNIA MINI-CORPS (Motion # 18-18)
D.4 On Motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote 5-0, the Board approved Amendment #1 to the Lease-Leaseback Agreements #17-215, #17-216 and #17-217, with Viola Inc. Under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code; amount not to exceed $834,200.84, to be paid out of Master Construct and Implementation Funds. All expenditures related to the proposed agreements will be cost coded to Ramona Kindergarten Project under the object code 06270 – Main Construction Costs.	APPROVAL OF AMENDMENT #1 TO LEASE-LEASEBACK AGREEMENTS #17-215, #17-216, AND #17-217 BETWEEN THE OXNARD SCHOOL DISTRICT AND VIOLA INC. TO PROVIDE LEASE-LEASEBACK CONSTRUCTION SERVICES FOR THE RAMONA KINDERGARTEN PROJECT (Motion#18-19)
D.5 On Motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote 5-0, the Board approved Emergency Resolution #18-10. And Ratified Change Order No. 001 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School; amount not to exceed $417,326.08, to be paid out of the Master Construct and Implementation Funds.	APPROVAL OF EMERGENCY RESOLUTION #18-10 AND RATIFICATION OF CHANGE ORDER NO. 001 TO CONSTRUCTION

SERVICES AGREEMENT #17-212 WITH VIOLA CONSTRUCTORS INC. FOR THE KINDER/FLEX PROJECT AT MCAULIFFE ELEMENTARY SCHOOL (Motion#18-20)

D.6 On Motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote 5-0, the Board approved Emergency Resolution #18-11, and ratified Change Order No. 002 to Construction Services Agreement #17-218 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School; amount not to exceed $326,979.90, to be paid out of the Master Construct and Implementation Funds.

APPROVAL OF EMERGENCY RESOLUTION #18-11 AND RATIFICATION OF CHANGE ORDER NO. 002 TO CONSTRUCTION SERVICES AGREEMENT #17-218 WITH VIOLA CONSTRUCTORS INC. FOR THE KINDER/FLEX PROJECT AT RITCHEN ELEMENTARY SCHOOL (Motion#18-21)

D.7 On Motion by Trustee Madrigal Lopez, seconded by Trustee O'Leary and carried on a roll call vote 5-0, the Board approved ratification of Agreement #18-93 The Coalition for Family Harmony to provide education groups on dating violence prevention to identified students at the Middle School Academies. Referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families, no fiscal impact.

RATIFICATION OF AGREEMENT #18-93 WITH THE COALITION FAMILY HARMONY (Motion # 18-22)

E.1 On Motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the minutes of regular and special board meetings, as submitted:

APPROVAL OF MINUTES (Motion #18-23)

- May 17, 2017, Regular Board Meeting
- May 31, 2017, Special Board Meeting
- June 7, 2017, Regular Board Meeting
- June 21, 2017, Regular Board Meeting

G.1 Superintendent Announcements:

SUPERINTENDENT ANNOUNCEMENTS

Dr. Cesar Morales

- Thanked the classified and certificated personnel for their hard work to get everything ready for Back-to-School.
- Reminded everyone that Strengthening Our Families would take place on September 22 at Frank Academy Middle School. Over 40 agencies that collaborate with the district to provide wrap around services for the community would be providing information and workshops to promote social emotional wellbeing and on navigating the school system to become successful and have the opportunity to attend college.

G.2 Trustees Announcements:

TRUSTEES ANNOUNCEMENTS

Trustee Madrigal Lopez

- Requested a list of the elective courses at the 6-8 schools and for 6-8 grade at the K-8 schools.

Trustee O'Leary

- Requested to review the district academic testing scores before the state release their information.
- Requested a review of the iPad program.
- Requested a general discussion on academic success.
- Requested a discussion on class size reduction.
- Enquired about class size at Marina West. Dr. Vaca explained that there was the necessity to balance class sizes and one class was open in the event it was need, but it would be closed and the students sent to other classes.
- Requested a discussion on the possibility to start classes later in the day.
- Requested a discussion on Clase Comunitaria.
- Requested a discussion on a living wages policy.
- Requested a discussion on a labor agreement District policy.
- Requested a discussion on the possibility to install solar power at schools.

Trustee Robles-Solis

- Asked about the Special Board Meetings rescheduling.
- Indicated that attendance to Strengthening our Families the past year was low and asked about the promotion of the event. Letitia Austin, Public Information Officer explained the means used for spreading the information. Mr. Chris Ridge informed about other groups that are working to communicate with parents.
- Expressed she was looking forward to attend the Back-to-School nights.
- Indicated she also would like to have a discussion on the iPad program in place and have an overview of the programs used.
- Requested the enrollment for all schools by grade.

Trustee Morrison

- Expressed he is looking forward to visit schools for the Back-to-School nights.
- Congratulated the School Resource Officers for being there on the first day of school training the parents on how to safely drop-off their students.

President Cordes

- Thanked everyone for the work done on preparing schools for the new school year.
- Reported she attended Sierra Linda Back-to-School night.
- Asked about transportation for the families attending the Back-to-School night.
- Asked Dr. DeGenna for a schedule of the different assessments.
- Enquired about the material and books for the different courses.
- Reported she was at Harrington and Sierra Linda and she was concerned with the parking and drop-off situations.
- Reported she attended Back-to-School night at Lemonwood and expressed the facilities looked great.

The Board set the following dates for the next Special Board Meetings: September 24 and/or October 15 at 5:00 p.m.

SET NEXT SPECIAL BOARD MEETINGS DATES

Trustees convened to closed session at 8:42 p.m. until approximately 9:25 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Cordes reported actions taken in close session:

REPORT FROM CLOSED SESSION

On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0; the Board approved the settlements for the following cases: OAH # 2018030408; OAH # 2018051067 and IT00806.

(Motion # 18-24)

On motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board appointed Ms. Confidence Johnson as Principal.

(Motion # 18-25)

On motion by Trustee O'Leary, seconded by Trustee Morrison and carried on a roll call vote of 4-1, being Trustee Robles-Solis the no vote, the Board appointed Mr. Genaro Magaña as Assistant Principal.

(Motion # 18-26)

There being no further business, on motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board of Trustees adjourned the meeting at 9:27 p.m.

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 September 5, 2018; 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

Regular Board Meeting
September 19, 2018

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in regular session at 5:05 p.m. on Wednesday, September 19, 2018, at the Educational Service Center.

ROLL CALL

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest "Mo" Morrison, Veronica Robles-Solis, Denis O'Leary, and Monica Madrigal Lopez. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat, Robin I. Freeman and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro.

PLEDGE OF ALLEGIANCE

Miguel Solorio, from Sierra Linda School of Health and Arts led the audience in the Pledge of Allegiance.

DISTRICT'S VISION AND MISSION STATEMENTS

Carlos Cruz, 5th grader in Ms. in Finney's class; read the District's Vision in English and Melanie Espinoza read it in Spanish. The District's Mission was read in English by Sophya Colbert, 5th grader, in Ms. Finney's class and then in Spanish by Susana Luna Gamez, School Counselor.

PRESENTATION BY SIERRA LINDA SCHOOL OF HEALTH AND SCIENCE

Ms. Carmen Serrano provided a presentation on Sierra Linda School programs, activities and events during the school year. Their focus is on the Common core standards, 21st century skills and preparing students for college and careers. Ms. Serrano highlighted the activities focused on health and arts, math growth mindset, service projects, cultural awareness. She shared the activities aimed to involve parents and the community. Students from Sierra Linda presented the Project "Agua para Guatemala".
Ms. Serrano shared that the focus for 2018-19 would be on math growth mindset, writing in all areas, creating a "going to college culture", fostering a safe and culturally aware learning environment through the continued implementation of PBIS-CHAMPS, and increase parent involvement and collaboration on the children's education.

President Cordes presented a token of appreciation to the students that participated and thanked the students, parents and staff present at the Board Meeting.

ADOPTION OF THE AGENDA

On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-1, being Trustee O'Leary the no vote, the agenda was approved, as amended.

STUDY SESSION – PRESENTATION ON SCHOOL SAFETY

Dr. DeGenna introduced Mr. Chris Ridge who provided a presentation on the policies, practices and broad-based and specific measures placed in schools to keep them safe, making them welcoming on a daily basis. The presentation takes a close look at two distinct concerns in respect to school safety: school violence and bullying. These two concerns are prominent in today's discourse related to public school safety. Oxnard School District has many important policies, practices and procedures currently in place that support a safe school campus. The presentation

described the ways in which students and staff are protected from school violence and bullying.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION September 19, 2018: CLOSED SESSION
After any public comments on the Closed Session agenda items, 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: three (3 cases)
  - Office of Administrative Services Case OAH No. 2018-06-0928
  - Office of Administrative Services Case OAH No. 2018-08-0966
  - Office of Administrative Services Case OAH No. 2018-09-0070

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (*Education Code*48912; 20 U.S.C. Section 1232g)

- Case No. 17-03 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code,* Sections 54957.6 and 3549.1.

- The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under Government Code, Section 54956.8:

- Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Finally, under *Government Code,* Section 54957 and *Education Code,* Section 44943

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE.
- REASSIGNMENT, APPOINTMENTS

President Cordes read the Rules for Individual Presentations in English and Spanish. PUBLIC COMMENT

There were no requests to approach the Board.

Trustees convened to closed session at 6:48 p.m. until approximately 7:15 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Cordes indicated that there were no actions to report and the Board would reconvene to close session later. REPORT ON CLOSED SESSION

A.11 Ms. Penanhoat introduced Ms. Suzanne Lugotoff who provided a presentation on the District's Child Nutrition Services Program mission, program

funding and cost, and accomplishments and goals. Ms. Lugotoff gave an update on the changes made in the different programs and the information gathered.

STUDY SESSION – OVERVIEW OF OXNARD SCHOOL DISTRICT CHILD NUTRITION SERVICES PROGRAM

A.12 Ms. Janet Penanhoat, Assistant Superintendent of Business & Fiscal Services introduced the Director of Finance, Mrs. Mary Crandall Plasencia, who provided the Board with a presentation regarding the 2017/2018 fiscal year Expenditures and Unaudited Actuals. She gave an overview of the total revenues and expenditures, and next steps.

REPORT – UNAUDITED ACTUALS EXPENDITURES/ HIGHLIGHTS FOR 2017/2018

B.1 Trustee Morrison read the Rules for Individual Presentations in English and President Cordes read them in Spanish.

PUBLIC COMMENTS – RULES FOR PRESENTATIONS

No one adressed the Board.

B.2 In keeping with the requirements of the Local Control Funding Formula (LCFF), the Board conducted a public hearing to announce the opening of the public comment period to receive input on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP) prior to its adoption at the June 21, 2017 board meeting.

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association ("CSEA") and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

Article 7: Evaluations
Article 9: Pay Allowances
Article 12: Employee Expenses & Materials
Article 13: Health & Welfare Benefits
Article 16: Leaves
Article 29: Term of Agreement

PUBLIC HEARING – CONDUCT PUBLIC HEARING TO SUNSHINE THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S (CSEA), CHAPTER #272 AND THE OXNARD SCHOOL DISTRICT'S (DISTRICT) INITIAL PROPOSALS FOR 2018-2019 NEGOTIATIONS, PURSUANT TO GOVERNMENT CODE SECTION 3547

No one approached the Board

PUBLIC COMMENTS

On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board of Trustees authorized the District to enter into negotiations of the initial proposals for the 2018-19 school years.

(Motion # 18-27)

On motion by Trustee O'Leary and seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0, the following items in the Consent Agenda were approved.

CONSENT AGENDA (Motion # 18-28)

C.1 Approved the following Agreements:

(Approval of Agreements)

Special Education:

- #18-107 Dr. Carolyn Banks to provide consultant services to Oxnard School District, Special Education Services, during the 2018-2019 academic school year; amount not to exceed $30,000.00, to be paid from Special Education funds.
- #18-108 Endtest Pro Psychology, Inc. to provide Independent Education Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete psychoeducational evaluations on due process claims; amount not to exceed $5,000.00, to be paid from Special Education funds.
- #18-110 Actum Clinical & Behavioral Services to work with the Special Education Services Department as an Independent Educational Evaluator to provide ecological behavior assessments including document review, school and home visits, and interviews with relevant school staff and family for assessments; amount not to exceed $10,000.00, to be paid from Special Education funds.
- #18-111 Dr. Beatrice Braun, Auditory Processing Center of Pasadena, to provide (central) auditory processing evaluations for the Special Education Services Department during the 2018-2019 academic year; amount not to exceed $15,000.00, to be paid from Special Education funds.
- #18-112 Center for Autism & Related Disorders, LLC to provide Independent Educational Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete Autism Evaluations; amount not to exceed $20,000.00, to be paid from Special Education funds.
- #18-113 Hayden Consultation Services Inc. to provide Independent Educational Evaluation Services to the Special Education Services Department during the 2018-2019 academic year to complete comprehensive independent educational evaluations; amount not to exceed $30,000.00, to be paid from Special Education funds.
- #18-114 Exceptional Educational Consultants Inc. To provide consultation to teachers and specialists in the Oxnard School District, including review of Individualized Education Plans (IEP), IEP meeting preparation, classroom organizational and instructional strategies, personnel development on topics requested by the district on a periodic basis. Will also provide review and feedback as schedule allows; amount not to exceed $20,000.00, to be paid from Special Education funds.
- #18-115 Carren J. Stika, Ph.D, Licensed Clinical Psychologist, to provide Independent Education Evaluator Services to the Special Education Services Department during the 2018-2019 academic year; amount not to exceed $20,000.00, to be paid from Special Education funds.
- #18-116 Hollar Speech & Language Therapy to provide Independent Education Evaluator Services for the Special Education Services Department during the 2018-2019 academic year to complete evaluations on due process claims; amount not to exceed $30,000.00, to be paid with Special Education funds.
- #18-117 Two Trees Physical Therapy will provide vision therapy services and complete vision assessments as an Independent Education Evaluator for the Special Education Services Department during the 2018-2019 academic year; amount not to exceed $5,000.00, to be paid with Special Education funds.

Support Services:

- #18-129 Nigro & Nigro, PC to provide a professional development workshop relative to Associated Student Body (ASB) accounting procedures for district office and site staff, amount not to exceed $1,500.00, to be paid from the General Fund.

C.2 Ratified the following Agreements: (Ratification of Agreements)

Special Education:

- #18-106 Children's Therapy Network Inc. to provide supplemental staffing to the Oxnard School District on an "as needed" basis. Children's Therapy Network Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers; amount not to exceed $60,000.00, to be paid from Special Education funds.
- #18-118 Lindamood-Bell Learning Processes to provide 1:1 sensory-cognitive instruction services during the 2018-2019 school year; amount not to exceed $50,000.00, to be paid from Special Education funds.
- #18-119 Pleasant Valley School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Pleasant Valley School District student #AL082012 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.
- #18-120 Ocean View School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Ocean View School District student #AA080514 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.
- #18-121 Hueneme School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Hueneme School District student #EG082714 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.
- #18-122 Rio School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Rio School District student #SG092208 for the 2018-2019 school year. Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.
- #18-123 Fillmore Unified School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Fillmore Unified School District student #JC111411 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.
- #18-124 Briggs Elementary School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Briggs Elementary School District student #VH121010 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a

program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement

- # 18-125 Hueneme School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Hueneme School District student #VN042612 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.
- # 18-126 Hueneme School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Hueneme School District student #SM081713 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.
- #18-127 Pleasant Valley School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Pleasant Valley School District student #LA101809 for the 2018-2019 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Support Services:

- #18-109 School on Wheels, Inc., the purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2018-2019 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family.

C.3 Approved Amendment #006 to Agreement #12-231 with SVA Architects for additional Architectural Services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed $12,500.00, to be paid out of the Master Construct and Implementation Funds.

(Approval of Amendment #006 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project)

C.4 Approved Amendment #001 to Agreement 17-49 with IBI Group for additional Architectural Services for the Rose Avenue School Reconstruction Project; amount not to exceed $140,470.00, to be paid out of the Master Construct and Implementation Funds.

(Approval of Amendment #001 to Agreement #17-49 with IBI Group to Provide Additional Architectural Services for the Rose Avenue School Reconstruction Project)

C.5 Approved Change Order No. 003 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to provide Construction Services

(Approval of Change Order No. 003 to Construction Services Agreement #17-139 with Ardalan

related to the Harrington ECDC Project; amount not to exceed $106,106.00, to be paid out of Master Construct & Implementation Funds.

Construction Company Inc. to Adjust Costs for the Harrington ECDC Project)

C.6 Approved Change Order No. 003 to Construction Services Agreement #17-218 with Viola Constructors Inc., to provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School; amount not to exceed $68,616.45, to be paid out of Master Construct & Implementation Funds.

(Approval of Change Order No. 003 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritchen Elementary School)

C.7 Approved Change Order No. 014 to Construction Services Agreement #15-198 with Swinerton Builders, to provide Construction Services related to the Lemonwood K-8 School Reconstruction; amount not to exceed $277,375.19, to be paid out of Master Construct & Implementation Funds.

(Approval of Change Order No. 014 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project)

C.8 Approved Contingency Allocation No. 001 to Construction Services Agreement #16-199 with Bernards Bros Inc., for additional items of work related to the Elm Elementary School Reconstruction Project; amount not to exceed $233,433.00, to be paid out of Master Construct & Implementation Funds.

(Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project)

C.9 Approved Contractor Contingency Allocation #002 to Construction Services Agreement #17-209 with Viola Incorporated, to provide Construction Services related to the Brekke Elementary School Kinder Flex Project; amount not to exceed $5,425.83, to be paid out of Master Construct & Implementation Funds.

(Approval of Contractor Contingency Allocation No. 002 to Construction Services Agreement #17-209 with Viola Incorporated to adjust costs for the Brekke Elementary School Kinder Flex Project)

C.10 Approved Contingency Allocation No. 004 to Construction Services Agreement #17-117 with Bernards, for additional items of Work related to the Marshall New Classroom Building Project; amount not to exceed $21,225.00, to be paid out of Master Construct & Implementation Funds.

(Approval of Contractor Contingency Allocation No. 004 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project)

C.11 Approved WAL #6S for Master Agreement #13-122 with Earth Systems Pacific; amount not to exceed $4,800.00, to be funded from the Master Construct and Implementation Program.

(Approval of Supplemental Work Authorization Letter #6S to Earth Systems

Pacific, for Geotechnical Observation & Testing Services for the Marshall New Classroom Building Project)

C.12 Approved Supplemental Work Authorization Letter #14S to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Rose Avenue Elementary School Reconstruction Project; amount not to exceed $7,961.00 to be paid out of the Master Construct and Implementation Program. (Approval of Work Authorization Letter #14S ("WAL #14S") for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Rose Avenue Elementary School Reconstruction Project)

C.13 Accepted the Oxnard School District 2017-18 Unaudited Actual Financial Information and authorize its filing with the Ventura County Office of Education. (Oxnard School District 2017-18 Unaudited Actual Financial Information)

C.14 Adopted the Appropriations Limit Resolution #18-12 for 2017-2018 and 2018-2019 as required by law. (Resolution #18-12: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2017-2018 and 2018-2019)

C.15 Approved Purchase Order/Draft Payment Report #18-02 as submitted. (Purchase Order/Draft Payment Report #18-02)

C.16 Approved the establishment, abolishment and increase of the positions as presented. (Personnel Actions)

C.17 Approved the personnel actions, as presented. (Classified)

Listed below are recommended Classified 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.

Name	**Position**	**Effective Date**
New Hire		
Leonor Leyva, Oralia	Senior Human Resources Analyst, Position #6298 Classified Human Resources 8.0 hrs./246 days	09/17/2018
Zavala, Rosalinda	Intermediate School Secretary, Position #933 Frank 8.0 hrs./192 days	08/14/2018

Limited Term		
Caballero, Itzayana	Paraeducator	08/07/2018
Estrada, Maritza Y.	Paraeducator	08/16/2018
Garcia, Denise V.	Paraeducator	08/16/2018
Lazaro, Ashley	Paraeducator	08/09/2018
Morrison, Courtney	Paraeducator	08/07/2018
Solis, Maribel	Paraeducator	08/23/2018
Exempt		
Reveles, Isabel	Campus Assistant	09/04/2018
Promotion		
Estrada, Laura A.	Health Assistant, Position #8435 Pupil Services 5.75 hrs./183 days Paraeducator II, Position #1874 Pupil Services 5.75 hrs./183 days	08/14/2018
Limon, Giselle P.	Health Assistant, Position #8434 Pupil Services 5.75 hrs./183 days Paraeducator II, Position #1805 Pupil Services 5.75 hrs./183 days	08/14/2018
Voluntary Demotion		
Olivares, JoAnn	Intermediate School Secretary, Position #6339 Rose Ave. 8.0 hrs./192 days School Office Manager, Position #2183 Sierra Linda 8.0 hrs./210 days	09/10/2018
Transfer		
Aguilar, Bertha A.	Paraeducator II, Position #966 Special Education 5.75 hrs./183 days Paraeducator II, Position #2904 Special Education 5.75 hrs./183 days	08/14/2018
Garcia Herrera, Lucrecia M.	Child Nutrition Worker, Position #2839 Elm 5.0 hrs./185 days Child Nutrition Worker, Position #2617 Itinerant 4.5 hrs./185 days	08/14/2018
Released During Probation		
4671	Secretary, Position #1646 Enrollment Center 8.0 hrs./246 days School Office Manager, Position #1824 Ramona 8.0 hrs./210 days	08/27/2018
Return from Leave of Absence		
Romero, Vanessa R.	Child Nutrition Worker, Position #1588 Lemonwood 5.5 hrs./185 days	08/31/2018

Resignation		
Castaneda, Kenyn L.	Health Assistant, Position #8436 Pupil Services 5.75 hrs./183 days	08/29/2018
Cater, Taylor	Paraeducator I, Position #7184 McAuliffe 2.0 hrs./183 days Paraeducator I, Position #7267 McAuliffe 2.0 hrs./183 days	08/31/2018
Hernandez, Susana B	Health Assistant, Position #8437 McAuliffe 2.0 hrs./183 days	08/26/2018

Listed below are the recommended Certificated Personnel Actions presented to the Board of Trustees for its consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

(CERTIFICATED)

Name	**Position**	**Effective Date**
New hires		
Castaneda, Kenyn	Nurse	08/30/2018
Johnson, Confidence	Principal, Soria	09/24/2018
Magana, Genaro	Asisttant Principal	09/24/2018
Star, Vanita	Nurse	09/24/2018
Ayla, Johana	Substitute Teacher	2018/2019 School Year
Becerra-Casillas, Sergio	Substitute Teacher	2018/2019 School Year
Gomez, Maribel	Substitute Teacher	2018/2019 School Year
Navarro, Kathy	Substitute Teacher	2018/2019 School Year
Pangilinan, Warwick	Substitute Teacher	2018/2019 School Year
Washington, Kristopher	Substitute Teacher	2018/2019 School Year
Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year		
Arevalo, Alex	Harrington	09/04/2018
Billet, Katherine	Harrington	09/06/2018
Christensen, Elsa	McKinna	09/19/2018
Fleming, Maristella	Ritchen	09/20/2018
Kasamis, Rosalind	Elm	09/24/2018
Lopez, Marilu	Elm	09/24/2018
Manny, Karen	Elm	09/24/2018
Nemets, Susan	Ritchen	09/04/2018
Parker, Marilynne	Marshall	09/06/2018
Varav, Sally	Ritchen	09/20/2018
Vidal, Catherine	Mckinna	09/06/2018

D.1 Ms. Janet Penanhoat introduced Mr. Scott Burquett, who presented change#2. As the underground utility work on the Elm Street Elementary Reconstruction Project got underway it was found that the design needed clarification. The sewer line needed to be relocated and sewer lift stations needed to be added to achieve the code-required sewer line slope. Utility lines needed to be moved to avoid conflicts with the foundations of the school buildings. The underground storm water retention facility needed to be enlarged to meet code requirements.

RATIFICATION OF CHANGE ORDER NO. 002 TO CONSTRUCTION SERVICES AGREEMENT #16-199 WITH BERNARDS BROS INC. TO ADJUST COSTS FOR THE ELM ELEMENTARY SCHOOL RECONSTRUCTION PROJECT

COR No. 16R1 – Bulletin 3 – Power To Pump Stations
COR No. 27R1 – Bulletin 3.1 – Sewer Changes
COR No. 29R1 – Bulletin 3 – Romtec Pump Stations
COR No. 32R1 – Bulletin 3, 3.1 – Sewer NE of MPR
COR No. 33R1 – Bulletin 3, 3.1 – Storm Drain
COR No. 34R1 – Bulletin 3, 3.1 – Domestic Water and Fire Water Changes
COR No. 35R1 – Bulletin 3 – Storm Water retention System
COR No. 36R1 – Bulletin 3, 3.1 – Forced Main

On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-1, being Trustee O'Leary the no vote; the Board of Trustees ratified Change Order No. 002 to Construction Services Agreement #16-199 with Bernards Bros Inc. To provide Construction Services related to the Elm Elementary School Reconstruction Project; amount not to exceed $886,870.00, to be paid out of the Master Construct and Implementation Funds.

(Motion# 18-29)

E.2 On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board of Trustees approved the following Minutes as presented.

APPROVAL OF MINUTES

(Motion# 18-30)

- August 2, 2017, Regular Board Meeting
- August 23, 2017, Regular Board Meeting
- August 30, 2017, Special Board Meeting
- September 6, 2017, Regular Board Meeting
- September 13, 2017, Special Board Meeting

F.1 The Board reviewed the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and approved for a first reading.

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Penanhoat

SUPERINTENDENT ANNOUNCEMENTS

G.1 Superintendent Announcements:
Dr. Cesar Morales:

- Invited and reminded everyone that the Strengthen our Families event would take place the following Saturday. Dr. Morales reported that there was 818 parents

registered and 990 children registered for childcare. He thanked the counselors and ORCs for their hard work and thanked specially a group of leader parents: Caridad Peralta, Soledad Barragán, Maria Teresa Torres, Jessica Vargas de Ruiz, Eloida Caslera, Damariz Lopez, Maria Teresa Salazar, Myriam Cervantes and Frieda Martinez for their hard work organizing the event.

Trustees Announcements:

TRUSTEES ANNOUNCEMENTS

Ms. Monica Madrigal Lopez:

- Reported she attended the Back-to-School nights at Brekke, Chavez, Frank and Rose Avenue and she is looking forward to attend to some more.
- Reported two weeks before she attended the 5th Annual Reencuentro with FLA.
- Expressed she is looking forward to learn in the different workshops Strengthening our Families on Saturday.
- Requested again a list of elective courses for the middle schools.

Mr. Denis O'Leary:

- Reported he attended the Clean-up at the local beach and there were probably over 100 students from Frank and the AVID program participating.
- Requested the following:
    - District testing results.
    - Review of the Academic uses of iPads.
    - Review the plans on academic advancement and class size reduction.
    - Review class size reduction and a vote policy on it.
    - Study the possibility of a later start time for schools.
    - A presentation on Clase Comunitaria, so the Board can vote on this project.
    - A discussion on living wage.
    - Policy and vote on project labor agreement.
    - Review the possibility of Solar Energy projects.

Mrs. Veronica Robles-Solis:

- Requested a study session on Frank, Freemont and Haydock.
- Expressed she is concerned due to the decrease on enrollment, questioned the reasons for district changes.
- Requested a study session on class size reduction.
- Expressed her concern on the numerous bullying complaints from parents.

Mr. Ernest Morrison:

- Reported he visited some sites on Back-to-School nights. Suggested there should be a follow-up End-of-the-Year meeting as well.
- Met with 6-7 of his former students, and commented he was happy to found out they were successful and they had returned to Oxnard.

Mr. Debra Cordes:

- Reported she attended Back-to-School nights at Driffill, Kamala, Rose Avenue, Harrington and San Miguel.
- Expressed that parents and school have to work together against bullying.
- Enquired regarding immigration problems.
- Asked about the forms for district transfer.
- Thanked CNS for the presentation.

Trustees convened to closed session at 8:36 p.m. until approximately 10:00 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Cordes reported the Board deliberated on matters in closed session and took action in open session:

On motion by Trustee Morrison, seconded by Trustee O'Leary and carried on a roll call vote of 4-1, being President Cordes the no vote; the Board approved the settlements for case: OAH # 2018060928. (Motion #18-31)

On the enforcement of expulsion on student matter Case #18-01on a motion by Trustee Morrison, seconded by Trustee O'Leary and carried on a roll call vote of 4-1; being Trustee Robles-Solis the no vote, the Board approved the administration recommendation. (Motion # 18-32)

There being no further business, on motion by Trustee Morrison, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0; President Cordes adjourned the meeting at 10:02 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 September 19, 2018; on motion of Trustee _____, seconded by Trustee _____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

Special Board Meeting
September 24, 2018

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in special session at 5:06 p.m. on Wednesday, September 24, 2018, at the Educational Service Center.

PLEDGE OF ALLEGIANCE

The audience recited the Pledge of Allegiance.

ROLL CALL

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest "Mo" Morrison, Denis O'Leary, and Trustee Veronica Robles-Solis; Trustee Monica Madrigal Lopez; arrived at 5:20 p.m. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat and Dr. Ana DeGenna, Ms. Nitasha Sawhney with Garcia Hernandez & Sawhney, LLP, and Executive Assistant Rose Chaparro.

ADOPTION OF THE AGENDA

3. On motion by Trustee Morrison, seconded by Trustee O'Leary, and carried on a roll call vote of 4-0; being Trustee Madrigal Lopez absent, the agenda was approved, as presented.

PUBLIC COMMENTS

4. The rules for public participation were read.

- Ilene Poland: Concerned about the sites/district administration. Treatment towards classified staff is very disrespectful and there is retaliation for speaking up, there are many grievances. Trustee O'Leary requested a report.

CLOSED SESSION

<u>ANNOUNCEMENTS PRIOR TO CLOSED SESSION September 24, 2018:</u>
After any public comments on the Closed Session agenda items, the Board recessed to Closed Session to consider the following:

1. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:

    - Public Employee Evaluation:
        - District Superintendent

Trustees convened to closed session to discuss items in the closed session agenda.

ADJOURNMENT

There being no further business, on motion by Trustee Morrison, seconded by Trustee Robles-Solis, and carried on a roll call vote of 5-0, President Cordes adjourned the meeting at 8:34 p.m.

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 Special Board meeting of September 24, 2018; on motion of Trustee _____, seconded by Trustee _____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

Regular Board Meeting
October 10, 2018

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in regular session at 5:04 p.m. on Wednesday, October 10, 2018, at the Educational Service Center.

ROLL CALL

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Denis O'Leary and Veronica Robles-Solis; Trustee Madrigal Lopez arrived at 5:09 p.m. and Trustee Morrison at 6:43 p.m. Staff members present were, Assistant Superintendents Janet Penanhoat, Dr. Ana DeGenna and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro; District Superintendent Dr. Cesar Morales arrived at 6:43 p.m.

PLEDGE OF ALLEGIANCE

Maya Cortez Washington, 6th grader in Ms. Barajas class at Soria Academy of Technology, Arts and Language lead the audience in the Pledge of Allegiance.

DISTRICT'S VISION AND MISSION STATEMENTS

Romeo Preciado, 5th grader in Ms. Alvarado's class read the Distrct's Vision Statement in English and Angelina Dominguez, 5th grader in Ms. Romero's class read it in Spanish; Syenna Ragan, 7th grader in Mrs. Miranda's class read the Mission Statement in English and Jocelynn Guerrero, 8th grader in Ms. Baumgartner's class read it in Spanish.

PRESENTATION BY SORIA ACADEMY OF TECHNOLOGY, ARTS AND LANGUAGE

Ms. Confidence Johnson, principal at Juan Soria School provided a presentation regarding Soria Academy of Technology, Arts and Language.
Ms. Johnson shared the demographics in Soria; the areas of focus, enrichment opportunities; Dual Language Immersion Program; parent participation and communication; and school strands. She also shared some pictures showing events, activities and awards received by Soria.

President Cordes presented a token of appreciation to the students that participated in the Board Meeting.

ADOPTION OF THE AGENDA

On motion by Trustee Madrigal Lopez, seconded by Trustee Robles-Solis and carried on a roll call vote of 3-1; being Trustee O'Leary the no vote and Trustee Morrison absent, the agenda was approved, with the proposed amendments.

- Item C.1 #18-137 was removed from the Board Meeting Agenda *Agreement #18-137 Mariana Peirano Royuela to provide services for the "An Artist I Know" an art appreciation program intended to acquaint elementary students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The visiting artist makes presentations on the lives and works of the artists and then guides students through a final art project. At the end of the program an assembly is held to showcase the students' art; amount not to exceed $10,080.00, to be paid with donation funds.*
- Item C.1 #18-130 moved to Action Item D.7*: Sports for Learning (SFL) will support students at 20 schools within Oxnard School District for a total of 15 Saturdays during the period of October 27, 2018 through June 30, 2019. SFL*

will recruit, train and hire all staff needed for this program. Any instructor interacting with children in any way will be background checked by SFL through the Department of Justice. SFL will supply all necessary equipment for this program; amount not to exceed $101,560.00, to be paid from LCFF funds.

A.6.1 Dr. Ana DeGenna, Assistant Superintendent of Educational Services Ms. Ana Thomas, Director of Curriculum, Instruction and Accountability; Ms. Mary Curtis, Director of Curriculum, Instruction and Accountability; and Ms. Aracelli Fox, Director of Dual Language Programs provided, Part I of a presentation on English/Language Arts and Math state and district assessments for 2017-2018 school year. The presentation included an instructional support plan for the 2018-2019 school year.

STUDY SESSION - PRESENTATION ON DISTRICT ASSESSMENTS PART I

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 10, 2018:
After public comments on the Closed Session agenda items, the Board recessed to Closed Session to consider the following:

CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code,* Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS: four (2 cases)
    - Office of Administrative Services Case # OAH No. 2018-07-0161
    - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM.

Secondly, 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.

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under Government Code, Section 54956.8:
Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code,* Section 54957 and *Education Code,* Section 44943:

- Public Employee(s) Discipline/Dismissal/Release:
- Discipline
- Reassignment.

Trustees convened to closed session at 6:50 p.m. until approximately 7:10 p.m. to discuss items on the closed session agenda.

President Cordes reported the Board would return to closed session later. REPORT ON CLOSED SESSION

Trustee Morrison read the rules for Individual Participation in English and president Cordes read them in Spanish. PUBLIC PARTICIPATION

- Violet Muñoz Palomo, concerned about academic advancement and parents empowerment.
- David V. Cruz, concerned about parents not been able to attend/understand the meeting.
- Ramón Ortiz, concerned because the lack of translation and because children are failing academically.

A.6.2 Dr. Ana DeGenna, Assistant Superintendent of Educational Services Ms. Ana Thomas, Director of Curriculum, Instruction and Accountability; Ms. Mary Curtis, Director of Curriculum, Instruction and Accountability; and Ms. Aracelli Fox, Director of Dual Language Programs provided, Part II of a presentation on English/Language Arts and Math state and district assessments for 2017-2018 school year. The presentation included an instructional support plan for the 2018-2019 school year. STUDY SESSION - PRESENTATION ON DISTRICT ASSESSMENTS PART II

A.11 Mr. Chris Ridge provided a presentation and a report that provides an overview of student attendance for 2017-2018 school year with an emphasis on the District's efforts to recognize good attendance and to improve poor attendance. The report will focus upon the concerns of truancy, excessive excused absence and chronic absence. SCHOOL ATTENDANCE 2017-2018 – END OF YEAR REPORT

A.15 Dr. Cesar Morales introduced two new members of the administration: ANNOUNCEMENT OF NEW ADMINISTRATOR TO THE BOARD OF TRUSTEES

- Confidence Johnson, Principal, Juan Soria School (K-8)
- Genaro Magaña, Assistant Principal, Haydock Middle School

Both administrators thanked for the opportunity.

A.14 In observance of the importance of educational leadership at the schools, school district, and county levels, the second full week of the month of October of each year shall be designated as Week of the School Administrator. Schools, school district, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement. It is recommended that the Board of Trustees adopt Resolution #18-17 in support of School Administrator Week and direct the District Superintendent to distribute said resolution to all administrators. APPROVAL OF RESOLUTION #18-17 FOR SCHOOL ADMINISTRATOR WEEK

On motion by Trustee Morrison, seconded by Trustee O'Leary and carried on a roll call vote of 5-0, adopted Resolution #18-17, and the second full week of October was designated as the Week of the School Administrator for each year. (Motion # 18-33)

A.12 Ms. Janet Penanhoat, Assistant Superintendent of Finance and Fiscal Services, introduced Mr. Tony Briscoe, who provided a presentation on the Transportation Department safety program, accomplishments and goals.

TRANSPORTATION DEPARTMENT ANNUAL REPORT

A.13 Ms. Janet Penanhoat, Assistant Superintendent of Finance and Fiscal Services, introduced Mr. David Fateh and Mr. Orlando de Leon who provided a presentation on Facilities Projects accomplished during 2018 Summer.

REPORT ON 2018 FACILITIES SUMMER PROJECTS

B.2 A public hearing was held to present the finding of sufficient instructional materials for 2018-2019. The requirements of Educational Code 60119 state that a public hearing must be held on, or before the 8th week of school, and which did not take place during or immediately following school hours. A resolution of sufficiency of instructional materials releases the remainder of the textbook funds not yet spent.

No one approached the Board.

PUBLIC HEARING – APPROVAL OF HEARING TO PRESENT FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS FOR 2018-2019 AND ADOPTION OF RESOLUTION #18-16

(Motion # 18-34)

On motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried on a roll call vote of 5-0, the Board adopted Resolution #18-16 Sufficiency of Instructional Materials.

CONSENT AGENDA (Motion# 18-35)

On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board approved the Consent Agenda as follows:

C.1 Approved the following agreements:

(Approval of Agreements)

Academic:

- #18-141 CAPIT Learning will provide one half-day of "In-Person Professional Development" for district leaders, teachers, and reading specialists at McKinna, Marshall, Ritchen and Brekke Schools during the 2018-2019 school year; amount not to exceed $1,800.00, to be paid from LCFF funds.

Enrichment:

- *This Item was moved to Action Item D.7 #18-130 Sports for Learning (SFL) to support students at 20 schools within Oxnard School District for a total of 15 Saturdays during the period of October 27, 2018 through June 30, 2019. SFL will recruit, train and hire all staff needed for this program. Any instructor interacting with children in any way will be background checked by SFL through the Department of Justice. SFL will supply all necessary equipment for this program; amount not to exceed $101,560.00, to be paid from LCFF funds.*

(Item moved to D.7 Action Item)

- #18-136 Jennifer A. Blok to provide services to Soria School that engage students in learning music fundamentals taught through interactive lecture style including music and movement, rhythm instrument use, drum circles, ukulele instruction, and musical storytelling, in an age-appropriate and fun manner while preparing for a year-end musical performance. Music fundamentals include the musical attributes of dynamics, tempos, rhythm, pitch, melody,

harmony, improvisation, and musical notation; amount not to exceed $7,500.00, to be paid from PTA funds.

- *This item was removed from the Agenda. #18-137 Mariana Peirano Royuela to provide services for the "An Artist I Know" an art appreciation program intended to acquaint elementary students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The visiting artist makes presentations on the lives and works of the artists and then guides students through a final art project. At the end of the program an assembly is held to showcase the students' art; amount not to exceed $10,080.00, to be paid with donation funds*.

(Item removed from the agenda)

- #18-138 Wheels of Freestyle to provide a 40-minute assembly, "School Big Air BMX Show", for students at Ritchen School, on Friday, October 19, 2018. The BMX stunt team will provide entertainment while focusing on topics such as the importance of making healthy choices, respecting others, never quitting, and graduating from high school; amount not to exceed $1,097.00, to be paid from LCFF funds.
- #18-143 Foundation for California Community Colleges - The California Afterschool Network (CAN), operating under the auspices of The Foundation for California Community Colleges, will provide professional development for the afterschool program staff in the Oxnard School District during the 2018-19 school year. The goal of the professional development is to update each school's program goals and objectives toward these goals; amount not to exceed $15,000.00, to be paid with ASES funds.

Special Education:

- #18-132 JoAnn Housman RN, JD to provide Individual Health Assessment services to the Special Education Services Department during the 2018-2019 academic year. The consultant will provide complete assessments and may "attend" regular IEP's via phone or in person; amount not to exceed $30,000.00, to be paid with Special Education Funds.

C.2 Ratified the following Agreements:

Academic:

(Ratification of Agreements)

- #18-140 Agreement/MOU with Ocean View School District - Oxnard School District (OSD) is entering into an Agreement/MOU with Ocean View School District (OVSD) for the purpose of providing Early Learning and Family Strengthening services to families with prenatal to 5 year olds living in the Ocean View School District. OSD employees will be deployed to OVSD locations including: Mar Vista, Tierra Vista, and Laguna Vista Elementary Schools.

Facilities:

- #18-148 Dial Security - at the Board Meeting of October 5, 2016, the Board of Trustees awarded Bid #16-02, Alarm Monitoring/Maintenance Services as required at all district sites, and approved Agreement #16-134 with Dial Security of Camarillo, California for the 2016-17 fiscal year. This was a one (1) year service contract with an option to renew for four (4) additional one (1) year periods Agreement #18-148 extends the term for one (1) additional year for the period of 10/6/18 through 10/5/19, in the amount not to exceed $107,859.00, to be paid out of the General Fund.

Special Education:

- #18-98 Casa Pacifica School, Non-Public School (NPS) to provide services for Student BB121106, for the 2018-2019 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement; amount not to exceed $90,895.25, to be paid from Special Education Funds.
- #18-99 Casa Pacifica School, Non-Public School (NPS) to provide services for Student GDB040408, for the 2018-2019 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement; amount not to exceed $57,641.00, to be paid from Special Education Funds.
- #18-100 Casa Pacifica School Non-Public School (NPS) to provide services for Student IH081410, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement; amount not to exceed $50,297.76, to be paid from Special Education funds.
- #18-101 Casa Pacifica School Non-Public School (NPS) to provide services for Student AS051306, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement; amount not to exceed $55,256.00, to be paid from Special Education funds.
- #18-102 Casa Pacifica Non-Public School (NPS) to provide services for Student EM111207, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement; amount not to exceed $103,244.50, to be paid from Special Education funds.
- #18-128 Assistance League Non Public School (NPS) will provide services for the students listed (JA120613, JA091114, JM070315, EB042815) for the 2018-2019 school year, beginning August 20, 2018 and including extended school year. The NPS 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 $44,000.00, to be paid from Special Education funds.
- #18-131 Inclusive Education & Community Partnership to provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department during the 2018-2019 academic school year; amount not to exceed $60,000.00, to be paid from Special Education funds.
- #18-133 Neuropsychology Partners to provide Independent Education Evaluator Services for the Special Education Services Department during the 2018-2019 academic year to complete psychoeducational evaluations; amount not to exceed $15,000.00, to be paid from Special Education funds.
- #18-144 Ventura County Office of Education, Special Circumstances Paraeducator Services – at the Board meeting of September 6, 2017, the Board of Trustees approved Agreement #17-125 with the Ventura County Office of Education (VCOE), for the 2017-2018 school year, to provide support from Special Circumstances Paraeducators (SCP's), including extended school year, for Student #AA120506, in the amount not to exceed $28,251.78. The

approved amount of Agreement #17-125 was exceeded due to a miscalculation. As it expired on 7/31/18, it is necessary to ratify Agreement #18-144 to cover the additional cost of $12,692.62 for services provided during the 2017-2018 school year; amount not to exceed $12,692.62, to be paid from Special Education funds.

- #18-145 Ventura County Office of Education, Special Circumstances Paraeducator Services – SCP at the Board meeting of January 17, 2018, the Board of Trustees ratified Agreement #17-249 with the Ventura County Office of Education (VCOE), for the 2017-2018 school year, to provide support from Special Circumstances Paraeducators (SCP's), including extended school year, for Student #LG102505, in the amount not to exceed $47,335.96. The approved amount of Agreement #17-249 was exceeded due to a miscalculation. As it expired on 7/31/18, it is necessary to ratify Agreement #18-145 to cover the additional cost of $2,801.23 for services provided during the 2017-2018 school year; amount not to exceed $2,801.23, to be paid with Special Education funds.
- #18-146 Ventura County Office of Education, Special Circumstances Paraeducator Services – SCP at the Board meeting of February 21, 2018, the Board of Trustees ratified Agreement #17-264 with the Ventura County Office of Education (VCOE), for the 2017-2018 school year, to provide support from Special Circumstances Paraeducators (SCP's), including extended school year, for Students #MZ020305 and #AR080310, in the amount not to exceed $49,721.76. The approved amount of Agreement #17-264 was exceeded due to a miscalculation. As it expired on 7/31/18, it is necessary to ratify Agreement #18-146 to cover the additional cost of $3,609.84 for services provided during the 2017-2018 school year; amount not to exceed $3,609.84, to be paid with Special Education funds.
- #18-147 Ventura County Office of Education, Special Circumstances Paraeducator Services – SCP at the Board meeting of May 2, 2018, the Board of Trustees ratified Agreement #17-302 with the Ventura County Office of Education (VCOE), for the 2017-2018 school year, to provide support from Special Circumstances Paraeducators (SCP's), including extended school year, for Student #AC070205, in the amount not to exceed $19,168.80. The approved amount of Agreement #17-302 was exceeded due to a miscalculation. As it expired on 7/31/18, it is necessary to ratify Agreement #18-147 to cover the additional cost of $215.60 for services provided during the 2017-2018 school year; amount not to exceed $215.60, to be paid with Special Education funds.

Support Services:

- #18-134 Assistance League of Ventura County - Operation School Bell Operation School Bell is a philanthropic program of Assistance League of Ventura County designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children.
- #18-135 County of Ventura/Ventura County Behavioral Health The purpose of the MOU is to maintain a provision of services relationship between the County of Ventura/Ventura County Behavioral Health (VCBH) and Oxnard School District (OSD). VCBH will work in partnership with OSD to provide community outreach at targeted school sites. VCBH will offer parent workshops and meet individually with OSD families to facilitate early identification and treatment with behavioral health services. VCBH will work in concert with school site staff to ensure proper delivery of VCBH services to OSD families.

- #18-139 Continuing Development Inc. Harrington NfL Preschool the agreement formalizes Early Learning programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of Continuing Development Inc. The program offers a 3-hour preschool program for 72 four (4) year olds. The Harrington NfL Preschool will adhere to District Calendar and operate on the academic year. Eligibility criteria include children who reside within the high-priority school's attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate; amount not to exceed $122,342.40, to be paid out of First 5/Oxnard Neighborhood for Learning funds.

C.3 Approved issuance of Work Authorization Letter #15 to Earth Systems Pacific. On the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California (now and going forward known as Earth Systems Pacific) to provide Geotechnical Engineering Services.

(Approval of Work Authorization Letter #15 to Earth Systems Pacific to Provide Geotechnical Observation and Testing Services for the Harrington Early Child Development Center Project)

C.4 At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record (IOR) Services. The Board approved issuance of Work Authorization Letter #6 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) Services for the Harrington Early Child Development Center Project; amount not to exceed $14,400.00, to be paid out of the Master Construct and Implementation funds.

(Approval of Work Authorization Letter #6 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Harrington Early Child Development Center Project)

C.5 Ratified Change Order #1 – Best Contracting Services, Inc. in the amount of $31,630.66 and an additional 14 excusable non-compensable calendar days.

(Ratification of Change Order #1 to Agreement #17-287 with Best Contracting Services, Inc. for Roof Replacement 2018 – Various Sites)

C.6 Approved Agreement #17-208 for Kruger Bensen Ziemer Architects, Inc. (KBZ) in the total amount of $98,750.00 was presented for the Board's approval at the November 1, 2017 Board meeting. Under Agreement #17-208 KBZ provided architectural demolition and renovation plans and specifications for the existing CNG bus bay in the Transportation Department that is being converted to the training room/restrooms and for the existing administration area including the expansion of the restrooms. KBZ will also complete the design of the new metal building with interior support spaces and connect the new and existing buildings with an accessible path of travel back to the public way (street). Amendment #004 and the proposal received from SVA Architects are for the redesign of the lighting system at Elm Elementary School to incorporate LED lighting; amount not to

(Approval of Amendment #1 to Agreement #17-208 Kruger Bensen Ziemer Architects, Inc.)

exceed $15,300.00 to be paid out of Master Construct & Implementation Funds. Under Addendum #1, KBZ proposes to proceed with the new building that will house the CNG bus service bay, and pursue a new building permit strategy in order to obtain a building permit and have biddable documents. KBZ has secured a commitment from the metal building manufacturer to produce an "engineering only" drawing package that will be submitted to the City for permits, and publicly bid after City approval. The metal building manufacturer is under contract directly with the District for this package, and their scope is the new building (engineering package), whereas KBZ will be responsible for the site development package (parking layout modifications, accessible pathways, trash enclosure, etc.) and will include the design of the interior support spaces within the new building. KBZ will assure that the structural engineer will assist the metal building manufacturer with foundation design. The increase in services is proposed at a fee of $55,630.00 and will bring the total contract amount to $154,380.00. Amount for increase in services is $55,630.00, to be paid out of Deferred Maintenance One-Time Funds.

C.7 Ratified Credit Change Order #1 – Ardalan Construction Company, Inc. in the deductive amount of $116,942.35 and an additional 45 excusable non-compensable calendar days. Credit of $116,942.35 back to Deferred Maintenance Funds.

(Ratification of Credit Change Order No. 001 to Agreement #18-34 with Ardalan Construction Company, Inc. for Asphalt Paving 2018 – Various Sites)

C.8 Ratified the award of Field Contract #FC-P19-01353 to the lowest responsible bidder, R. Jensen Co., Inc., in the amount of $23,000.00. The project will be funded through the Master Construct and Implementation Funds. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify the award of Field Contract #FC-P19-01353 with R. Jensen Co., Inc.; amount not to exceed $23,000.00, to be paid out of the Master Construct and Implementation Funds.

(Ratification of Field Contract #FC-P19-01353 – R. Jensen Co., Inc.)

C.9 Adopted Resolution #18-13 incorporating the revisions through the Oxnard School District's Biennial Review of Conflict of Interest Code as presented.

(Adoption of Resolution #18-13 – Biennial Review of Conflict of Interest Code)

C.10 received the information on the District enrollment as of August 31, 2018 was 16,138. This is 441 less than the same time last year. Information only.

(Enrollment Report)

C.11 Approved the establishment, abolishment, increase, and reduction of the positions as presented.

(Establish/ Abolish/ Increase/ Reduce Hours of Positions)

C.12 Approved the personnel actions, as presented.

Listed below are recommended Classified 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.

(Classified)

Name	Position	Effective Date
New Hire		
Aguilera, Naomi	School Office Manager, Position #2389 Soria 8.0 hrs./215 days	09/24/2018
Barajas, Monica	Child Nutrition Worker, Position #389 Brekke 4.5 hrs./185 days	09/10/2018
Lopez Beltran, Juan Carlos	Child Nutrition Worker, Position #2799 Lemonwood 5.0 hrs./185 days	09/17/2018
Lopez, Robert G.	Warehouse Worker/Delivery Driver, Position #1016 Warehouse 4.0 hrs./215 days	09/24/2018
Mendez, Yessica	Paraeducator III, Position #1001 Special Education 5.75 hrs./183 days	09/24/2018
Prado, Yvette	Paraeducator I, Position #8777 English Learner Services 5.0 hrs./183 days	09/17/2018
Rivera, Edith D.	Child Nutrition Worker, Position #6627 Kamala 5.0 hrs./185 days	09/10/2018
Vega, Jessica	Paraeducator II, Position #5465 Special Education 5.75 hrs./183 days	09/24/2018
Limited Term		
Ambriz, Nidia M.	Paraeducator	09/13/2018
Brigges, Amanda K.	Paraeducator	09/24/2018
Garcia, Edith	Paraeducator	09/10/2018
Ferrer Munson, Rafael	Translator	08/22/2018
Flores Salgado, Estefani	Paraeducator	08/23/2018
Juarez, Merari	Paraeducator	09/25/2018
Lopez, Hector	Paraeducator	08/23/2018
Martinez, Mayra A.	Paraeducator	09/19/2018
Medrano, Sindy	Paraeducator	09/21/2018
Navarro, Brianna L.	Paraeducator	09/17/2018
Pineda, Brenda D.	Paraeducator	08/27/2018
Ponticelli, Kathleen E.	Child Nutrition Worker	08/14/2018
Silva, Janet	Paraeducator/Preschool Teacher	09/19/2018
Exempt		
Alvarado, Maria	Campus Assistant	09/11/2018
Burciaga, Heracleo	Campus Assistant	09/05/2018
Cardona, Vanessa	Campus Assistant	09/21/2018
Carrillo, Patricia	AVID Tutor	08/17/2018
Ceja, Alicia	AVID Tutor	08/23/2018
Diaz, Khristina	Campus Assistant	08/16/2018
Epps, Jennifer	Campus Assistant	09/17/2018
Garcia, Jonathan	Campus Assistant	09/20/2018
Juarez, Emily	Campus Assistant	09/21/2018
Lee, Michael	Campus Assistant	09/12/2018
Lorenz, Brett	Campus Assistant	09/17/2018
Mejia, Jeffrey	Campus Assistant	09/09/2018
Rodriguez, Bertha	Campus Assistant	09/17/2018

Transfer		
Buenrostro, Ricardo	Child Nutrition Worker, Position #7278 Curren 5.0 hrs./185 days Child Nutrition Worker, Position #2768 Freemont 5.0 hrs./185 days	09/24/2018
Gurrola, Mishael	Site Technology Technician, Position #2198 Sierra Linda 8.0 hrs./246 days Site Technology Technician, Position #2950 Fremont 5.0 hrs./246 days	09/17/2018
Thomas, Elise M.	Child Nutrition Worker, Position #2393 Soria 5.0 hrs./185 days Child Nutrition Worker, Position #1176 Lemonwood 5.0 hrs./185 days	09/24/2018
Trevino Sanchez, Lydia	Intermediate School Secretary, Position #1503 Fremont 8.0 hrs./192 days Intermediate School Secretary, Position #6242 Driffill 8.0 hrs./192 days	10/15/2018
Return from Leave of Absence		
Navarro, Maria	Child Nutrition Worker, Position #1832 Chavez 5.0 hrs./185 days	09/04/2018
Unpaid Leave of Absence		
Duarte Flores, Karla	Paraeducator II, Position #7844	09/11/2018-05/09/2019 Tuesdays & Thursdays
Madrid, Tulsa	Adaptive Technology Specialist, Position #1283	10/03/2018-10/07/2018
Peralta, Ramona E.	Preschool Assistant (B), Position #2663	10/01/2018-08/18/2019
Quezada, Alicia	Paraeducator I, Position #7829	09/07/2018-12/12/2018 Fridays only
Resignation		
Vivanco, Regina R.	Paraeducator II, Position #7927 Special Education 5.75 hrs./183 days	09/28/2018

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. (Certificated)

Name	**Position**	**Effective Date**
New hires		
Aguirre, Diana	School Psychologist	09/24/2018
Ceja, Adriane	School Psychologist	10/01/2018
Anderson, Demetri	Substitute Teacher	2018/2019 School Year
Arroyo, Jessica	Substitute Teacher	2018/2019 School Year
Bustard, Kathrynne	Substitute Teacher	2018/2019 School Year
Cervantes, Diana	Substitute Teacher	2018/2019 School Year
Crilly, Eleanor	Substitute Teacher	2018/2019 School Year

Cumberland, Bryn	Substitute Teacher	2018/2019 School Year
Dahl, Sonia	Substitute Teacher	2018/2019 School Year
Davis, Dayna	Substitute Teacher	2018/2019 School Year
Hooson, Alena	Substitute Teacher	2018/2019 School Year
Lopez, Arianah	Substitute Teacher	2018/2019 School Year
McFarland, Brendan	Substitute Teacher	2018/2019 School Year
Melchor, Rosalinda	Substitute Teacher	2018/2019 School Year
Melgoza, Yadira	Substitute Teacher	2018/2019 School Year
Vico, Ashley	Substitute Teacher	2018/2019 School Year
Winston, David	Substitute Teacher	2018/2019 School Year
Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year		
Huynh, Jennifer	McAuliffe	09/19/2018
Kirk, Maria	Brekke	09/24/2018
Railey, Angelica	Marina West	09/18/2018
Van Daalwyk, Jane	Marina West	09/18/2018
Vanasse, Roberta	Brekke	09/24/2018
Leave of Absence		
Harrel, Lucinda	Teacher	09/04/2018 – 06/14/2018
Wilson, Dorijean	Speech Therapist	11/26/2018

D.1 On motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried on a roll call vote 5-0, the Board adopted Resolution #18-14 of the Board of Trustees of the Oxnard School District Acknowledging the Submission of a Use of Grants Application to the Office of Public School Construction for the New Seabridge K-5 School Project and Acknowledging that Said Submission will Request the Diversion of Eligible Pupil Grants from Other Projects to the New Seabridge K-5 School Project by the Board of Trustees of the Oxnard School District.

APPROVAL OF RESOLUTION #18-14 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE NEW SEABRIDGE K-5 SCHOOL PROJECT AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF

	ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE NEW SEABRIDGE K-5 SCHOOL PROJECT BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL (Motion # 18-36)
D.2 On motion by Trustee O'Leary, seconded by Trustee Robles Solis and carried on a roll call vote 5-0, the Board adopted Resolution #18-15 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for the New Seabridge School Project.	APPROVAL OF RESOLUTION #18-15 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE NEW SEABRIDGE SCHOOL PROJECT (Motion # 18-37)
D.3 On Motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote 5-0, the Board approved the Contingency Allocation No. 005 to Construction Services Agreement #17-117 with Bernards. For additional items of Work related to the Marshall New Classroom Building Project, amount not to exceed $23,030.00, to be paid out of the Master Construct and Implementation funds.	APPROVAL OF CONTRACTOR CONTINGENCY ALLOCATION NO. 005 TO CONSTRUCTION SERVICES AGREEMENT #17-117 WITH BERNARDS BROS. INC. FOR THE MARSHALL NEW CLASSROOM BUILDING PROJECT (Motion # 18-38)
D.4 On Motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote 5-0, the Board ratified Change Order No. 004 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. To provide	RATIFICATION OF CHANGE ORDER NO. 004 TO

Construction Services related to the Harrington ECDC Project; amount not to exceed $125,306.59, to be paid out of the Master Construct and Implementation funds.	CONSTRUCTION SERVICES AGREEMENT #17-139 WITH ARDALAN CONSTRUCTION COMPANY INC. TO ADJUST COSTS FOR THE HARRINGTON ECDC PROJECT (Motion#18-39)
D.5 On Motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote 5-0, the Board approved Contingency Allocation No. 002 to Construction Services Agreement #16-199 with Bernards Bros. Inc. For additional items of work related to the Elm Elementary School Reconstruction Project; amount not to exceed $142,908.00, to be paid out of the Master Construct and Implementation funds.	APPROVAL OF CONTRACTOR CONTINGENCY ALLOCATION NO. 002 TO CONSTRUCTION SERVICES AGREEMENT #16-199 WITH BERNARDS BROS. INC. FOR THE ELM ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Motion#18-40)
D.6 On Motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the Variable Term Waiver for bilingual authorization for Armando Alvarado for the 2018-2019 school year, as presented.	APPROVAL OF VARIABLE TERM WAIVER FOR BILINGUAL AUTHORIZATION FOR 2018-2019 FOR ARMANDO ALVARADO (Motion#18-41)
D.7 On Motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-2, being Trustee Lopez-Solis and O'Leary the no votes, the Board approved Agreement #18-130 with Sports for Learning (SFL). To support students at 20 schools within Oxnard School District for a total of 15 Saturdays during the period of October 27, 2018 through June 30, 2019. SFL will recruit, train and hire all staff needed for this program. Any instructor interacting with children in any way will be background checked by SFL through the Department of Justice. SFL will supply all necessary equipment for this program; amount not to exceed $101,560.00, to be paid from LCFF funds.	APPROVAL OF AGREEMENT #18-130 WITH SPORTS FOR LEARNING (SFL) (Motion # 18-42)
E.1 On Motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the minutes of regular and special board meetings, as submitted:	APPROVAL OF MINUTES (Motion #18-43)

- September 20, 2017, Regular Board Meeting
- October 4, 2017, Regular Board Meeting
- October 18, 2017, Regular Board Meeting
- November 1, 2017, Regular Board Meeting
- November 15, Special Board Meeting
- December 6, 2017, Regular Board Meeting
- January 3, 2018, Special Board Meeting
- January 17, 2018, Regular Board Meeting

SECOND READING OF BOARD POLICIES, REGULATIONS AND BYLAWS (Motion# 18-44)

F.1 On Motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote 5-0, the Board reviewed and adopted the following revised Board Policies, Administrative Regulations and Bylaws, as presented, for a second reading:

Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Penanhoat

SUPERINTENDENT ANNOUNCEMENTS

G.1 Superintendent Announcements:

Dr. Cesar Morales
- Invited the community to McKinna groundbreaking ceremony next day at 9:00 a.m.
- Congratulated Ms. Kristen Barajas, Ventura County Teacher of the Year for having reached the level of semifinalist in the statewide competition.

TRUSTEES ANNOUNCEMENTS

G.2 Trustees Announcements:

Trustee Madrigal Lopez
- Thanked for the meeting.
- Reported she attended several Back-to-School nights.
- Reported she attended Strengthening Our Families at Frank. Thanked Mr. Ridge for the organization.
- Reminded October is the anti-bullying month and stated that everyone in the District, Board Members, Administration, teachers and staff must be an example for children.

Trustee O'Leary
- Congratulated McKinna for the groundbreaking ceremony. Informed he would not be able to attend.

Trustee Robles-Solis
- Stated she is looking forward to the groundbreaking ceremony at McKinna the next day.
- Reported she attended California Latino School Boards Association, CLSBA Unity Conference at Del Mar. The conference had many interesting workshops. Informed that the next conference will be in Fresno on November 10th.

Trustee Morrison
- Looking forward to the groundbreaking ceremony at McKinna.
- Stated he shared the enthusiasm about the CLSBA conference at Del Mar. Stated he specially enjoyed the sessions related to ethnic studies.

President Cordes

- Reported she went to almost all Back-to-School nights.
- Commented that the state results are only one shot to look at, but there are many positive things happening at schools.
- Reported she attended Strengthening Our Families. She congratulated the group from Project2Inspire for their awesome presentation.

Trustees convened to closed session at 10:16 p.m. until approximately 11:10 p.m. to discuss items on the closed session agenda.

President Cordes reported on actions in close session:

Case OAH #2018070161 was moved to the Board Meeting on 10/24/2018.

There being no further business, on motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board of Trustees adjourned the meeting at 11:15 p.m.

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 October 10, 2018; 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

Special Board Meeting
October 15, 2018

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in special session at 5:05 p.m. on Wednesday, October 15, 2018 at the Educational Service Center.

PLEDGE OF ALLEGIANCE

Ms. Nitasha Sawhney led the Pledge of Allegiance.

ROLL CALL

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest "Mo" Morrison, Denis O'Leary, and Trustee Veronica Robles-Solis; Trustee Monica Madrigal Lopez; arrived at 5:20 p.m. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat and Dr. Ana DeGenna. Also present was Ms. Nitasha Sawhney with GHS LLP.

ADOPTION OF THE AGENDA

3. On motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0, the agenda was approved, as presented.

PUBLIC COMMENTS

4. The rules for public participation were read.

No one approached the Board.

CLOSED SESSION

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 15, 2018:
After any public comments on the Closed Session agenda items, the Board recessed to Closed Session to consider the following:

1. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:

   - Public Employee Evaluation:
     - District Superintendent

Trustees convened to closed session to discuss items in the closed session agenda.

ADJOURNMENT

There being no further business, on motion by Trustee O'Leary, seconded by Trustee Robles-Solis, and carried on a roll call vote of 5-0, President Cordes adjourned the meeting at 10:11 p.m.

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 Special Board meeting of October 15, 2018; on motion of Trustee _____, seconded by Trustee _____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

Regular Board Meeting
October 24, 2018

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in regular session at 5:04 p.m. on Wednesday, October 24, 2018 at the Educational Service Center.

ROLL CALL

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest "Mo" Morrison, Denis O'Leary, Monica Madrigal Lopez and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat, Dr. Ana DeGenna and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro.

PLEDGE OF ALLEGIANCE

Ms. Bertha Anguiano, principal at Brekke School introduced Camila Ferreiro who called the meeting to order and Juan Barrera who led the audience in the Pledge of Allegiance.

DISTRICT'S VISION AND MISSION STATEMENTS

Angelina Moreno read the District's Vision and Mission Statements in English and Orlando Cervantes read them in Spanish.

PRESENTATION BY BREKKE ACADEMY OF SCIENCE AND ENQUIRY

Ms. Bertha Anguiano provided a presentation on Brekke Academy of Science and Inquiry programs, activities, events and fieldtrips. She highlighted the implementation of State standards, focus strand, 21st Century skills, reading, preparedness for college, and school culture and climate. Some teachers and students from Brekke presented some of the activities in their classes. Ms. Anguiano spoke about parent engagement opportunities, workshops and connecting families with community services.

President Cordes presented a token of appreciation to the students that participated in the Board Meeting.

ADOPTION OF THE AGENDA

On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the agenda was approved as presented.

STUDY SESSION – TECHNOLOGY UPDATE

A.6 Dr. DeGenna introduced Ms. Valerie Mitchell who provided an update to the Board on the progress of Educational Technology and 2017-2018 school year highlights.
Ms. Mitchell introduced Technology TOSAs Vicky Gonzales and Chris Thorpe who provided information on online programs and applications for students and professional development for teachers.

PUBLIC PARTICIPATION

A.7 President Cordes read the Rules for Individual Participation.
No one approached the Board.

CLOSED SESSION

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 24, 2018:
After public comments on the Closed Session agenda items, 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: three (3 cases)
  - Office of Administrative Services Case # OAH No. 2018-06-0002
  - Office of Administrative Services Case # OAH No. 2018-07-0161
  - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, 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.

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under Government Code, Section 54956.8:
Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code,* Section 54957 and *Education Code,* Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Reassignment:

Trustees convened to closed session at 6:50 p.m. until approximately 7:10 p.m. to discuss items on the closed session agenda.

President Cordes reported the Board will return to closed session later. REPORT ON CLOSED SESSION

A.11 Dr. Ana DeGenna, Assistant Superintendent of Educational Services introduced Dr. Marlene Batista, Director of the English Learneres Department, who gave a presentation on the department vision and activities for parent involvement. Dr. Batista presented some of the parent leaders at the Oxnard School District who gave a brief presentation on DELAC, ELAC and Project2Inspire. REPORT – DELAC LEADERSHIP

B.1 Trustee Morrison read the rules for individual participation in English and President Cordes read them in Spanish. PUBLIC COMMENT

- Violet Muñoz Palomo, suggested Oxnard School District should provide English and computer classes for parents.
- Citlali Diaz, concerned about the removal of the Art Program from Haydock.
- Dori Hagerman, Nate Driver and Eric Steiner donated time to Citlali Diaz.
- Felipe Diaz, Citlali parent, concerned about the removal of the Art Program at Haydock.
- Susan Ekwall, Patty Zamora and Patricia Bentley donated time to Felipe Diaz.

- James Sisco, teacher at Haydock concerned about the possibility of the Arts Program removal at Haydock.
- Nanny Both, Janet Marks and Neelam Kaw donated time to James Sisco.
- Brad Tiemeyer, teacher at Haydock, concerned about the possibility to remove the Arts Program to implement the DLI Program.
- Mariana Garcia, Lisbeth Hernandez andSuzanne Dempsey donated time to Brad Tiemeyer.

On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board approved the Consent Agenda, as presented.

CONSENT AGENDA (Motion# 18-45)

C.1 Approved the following Agreements:

(Approval of Agreements)

Enrichment:

- #18-155 United Boys & Girls Clubs of Santa Barbara County – Camp Whittier. Approval of Overnight Field Trip for Marshall School and Agreement #18-155 for Fifty-Three (53) 5th grade students from Thurgood Marshall School to participate in an instructional program of Outdoor Science & Conservation Education at Camp Whittier in Santa Barbara, May 21-24, 2019; amount not to exceed $17,000.00, to be paid from the Donation-Science Camp Fund.
- #18-156 Grant Escandon - Consultant will provide music enrichment for Grades TK-5 at McKinna School from October 25, 2018 through June 6, 2019. Students will be engaged in learning music fundamentals taught through interactive lecture style including music and movement, rhythm instrument use, drum circles, ukulele instruction, and musical storytelling in an age-appropriate and fun manner while preparing for a year-end musical performance. Music fundamentals include the musical attributes of dynamics, tempos, rhythm, pitch, melody, harmony, improvisation, and musical notation; amount not to exceed $4,680.00, to be paid from LCFF funds.
- #18-164 United Boys & Girls Clubs of Santa Barbara County – Camp Whittier. Approval of Overnight Field Trip for Soria School, and Agreement #18-164 One Hundred (100) 6th grade students from Juan Soria School will participate in an instructional program of Outdoor Science & Conservation Education at Camp Whittier in Santa Barbara, November 13-16, 2018; amount not to exceed $35,000.00, to be paid by PTA and ASB funds.

Special Education:

- #18-149 Dr. Pedro Olvera with Olvera Psychological and Educational Consulting Services will provide Independent Evaluator Services for the Special Education Services Department during the 2018-2019 academic year; amount not to exceed $10,000.00, to be paid by Special Education funds.

Support Services:

- #18-142 Maxim Healthcare Services will provide licensed, and/or certified health care providers to the Oxnard School District for supplemental staffing services, subject to availability of qualified personnel during the 2018-2019 school year; amount not to exceed $10,000.00, to be paid from the General Fund.
- #18-159 Sherman Garnett & Associates will provide a workshop to Office Managers and Attendance Technicians on the process of student record keeping on Friday, November 2, 2018. Participants will receive the most up-to-date policies and regulations; amount not to exceed $1,800.00, to be paid from the General Fund.

C.2 Ratified the following agreements: (Ratification of Agreements)

Facilities:

- #18-162 Frog Environmental Inc. will perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's transportation facility, during the 2018-2019 fiscal year. Services will include SWPPP updates based on review of all samplings, visual observations and inspection records, lab and sampling services, completion and submittal of the 2018-2019 Level 2 Technical Report and provision of Storm Water Monitoring services; amount not to exceed $10,000.00, to be paid from the General Fund.

Personnel:

- #18-158 California State University - This agreement between Oxnard School District and California State University's Cal State TEACH program will provide fieldwork experiences to students enrolled in various authorized credential programs for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC). No fiscal impact to the District.
- #18-166 LogicLoft, LCC will provide the District with the use of LogicLoft's online application, Evaluat'd (the "Service"), including a browser interface, data encryption, transmission, access and storage. The ability to establish and maintain online administrator evaluations streamlines the evaluation process and produces an innovative, effective, and efficient method that promotes a healthy and supportive learning environment for students. No fiscal impact to the District.

Special Education:

- #17-140 Ventura County Office of Education (VCOE), At the Board meeting of September 6, 2017, the Board of Trustees ratified Agreement #17-140 with the Ventura County Office of Education (VCOE) for Hearing Conservation & Audiology Services, for Oxnard School District Special Education students for the 2017-2018 school year, in the amount not to exceed $75,000.00 per school year, until the agreement is terminated, or a new agreement is put in place. Amendment #1 reflects an increased rate for central auditory processing (CAP) assessments from $850.00 to $1,500.00 as of July 1, 2018; amount not to exceed $75,000.00, to be paid from Special Education Funds.
- Amendment #1 to Agreement #18-64 Autism Learning Partners, LLC; at the Board Meeting of August 22, 2018, the Board of Trustees approved Agreement #18-64, in the amount of $130,000.00, with Autism Learning Partners to work with the Special Education Services Department to provide 1:1 behavior support services. Services include ABA progress reporting, training and development for Special Education Personnel, Focused ABA services, social skills instruction, transition planning for students demonstrating progress, and positive collaboration with schools and parents. Amendment # 1 will cover additional costs for embedded services, social skills groups/classes and professional training and development through the remainder of the fiscal year, in the amount not to exceed $218,210.00, for a new total agreement amount of $348,210.00; amount not to exceed $218,210.00, to be paid from Special Education Funds.
- #18-150 Rio School District for Oxnard School District to provide DHH Services. Oxnard School District will provide services for Rio School District student #JM081514 for the 2018-2019 school year, including extended school year (ESY). Oxnard School District will provide a program of instruction,

which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement. No fiscal impact to District.

- #18-151 Ventura County Office of Education, Special Circumstances Paraeducator Services – SCP It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2017-2018 school year, for exceptional services provided to a special education student that consist of support from Special Circumstances Paraeducators (SCP's), including extended school year; amount not to exceed $3,557.40, to paid from Special Education Funds.
- #18-152 Children's Therapy Network Inc. will provide supplemental staffing to the Oxnard School District to support Private School students on an "as needed" basis. Children's Therapy Network Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers; amount not to exceed $5,000.00, to be paid from Special Education Funds.
- #18-161 Ventura County Office of Education, Special Circumstances Paraeducator Services - It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2018-2019 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including extended school year; amount not to exceed $433,980.07, to be paid from Special Education funds.

Support Services:

- #18-153 County of Ventura - The purpose of the MOU is to create and confirm an effective working relationship between the County of Ventura and Oxnard School District. Public Health Nursing Teen Project, an initiative of the County of Ventura, will conduct "Mothers and Daughters" teen pregnancy prevention workshops for families in Oxnard School District. In addition, the Public Health Nursing Teen Project will provide nursing consultation to Oxnard School District staff and their collaborative partners.
- #18-154 Ventura County Public Health - The Nutrition Education and Obesity Prevention Program, and the Chronic Disease Prevention Program, an initiative of Ventura County Public Health, shall provide Oxnard School District children and families with free nutrition education and health promotion services on site. Services include Nutrition Education Workshops and Class Series, Food and Cooking Demonstrations, Physical Activity Demonstrations and Support, Garden Based Nutrition Education Workshops, Technical Assistance to start parent Walking Clubs and School Gardens, Zumba Classes for Adults, and Early Detection Screening Services during the 2018-2019 school year.
- #18-157 NAMI Ventura County Parents and Teachers as Allies Program, an initiative of NAMI Ventura County, will provide meetings, trainings, and other communication to assist in understanding how mental illness impacts family members as well as individuals with mental illness. The program helps families, and educators learn to identify early warnings of mental illness and it provides them with a basic knowledge of resources that are available to them in their communities. Each party will appoint a person to serve as the official contact and coordinate the activities of each organization.

C.3 Approved WAL #2S for Master Agreement #13-130 with NV5 West Inc.; amount not to exceed $144,255.00, to be funded from the Master Construct and Implementation Program.

(Approval One Time Supplemental Work Authorization Letter #2S for NV5 West Inc., to perform DSA Inspector of Record (IOR) Services for the Lemonwood Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

C.4 Approved issuance of Work Authorization Letter #10 to NV5 West Inc., to provide DSA Inspector of Record Services for the Marshall New Classroom Building Project; amount not to exceed $87,400.00, to be funded from the Master Construct and Implementation Program.

(Approval of Work Authorization Letter #10 to NV5 West Inc., for DSA Inspector of Record (IOR) Services for the Marshall New Classroom Building Project)

C.5 Approved Contingency Allocation No. 003 to Construction Services Agreement #16-199 with Bernards Bros Inc. for additional items of work related to the Elm Elementary School Reconstruction Project; amount not to exceed $83,157.00, to be paid out of the Master Construct and Implementation Funds. The remaining contractor contingency balance after allocation No. 003 will be $219,233.00.

(Approval of Contractor Contingency Allocation No. 003 to Construction Services Agreement #16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project)

C.6 Approved Contingency Allocation No. 006 to Construction Services Agreement #17-117 with Bernards, for additional items of work related to the Marshall New Classroom Building Project; amount not to exceed $7,933.00, to be paid out of the Master Construct and Implementation Funds.

(Approval of Contractor Contingency Allocation No. 006 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project)

C.7 Approved the Notice of Completion and filing such notice with the County Recorder's Office, for Bid #17-03. Roof replacement 2018/various sites with Ardalan Construction Company.

(Approval of Notice of Completion, Asphalt Paving 2018 – Various Sites, Bid #17-05)

C.8 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #17-03, Roof Replacement 2018 – Various Sites (HAY) with BEST Contracting Services.

(Approval of Notice of Completion, Roof Replacement 2018 – Various Sites (HAY), Bid #17-03)

C.9 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #17-03, Roof Replacement 2018 – Various Sites (OSC) with Channel Islands Roofing, Inc.

(Approval of Notice of Completion, Roof Replacement 2018 – Various Sites (OSC), Bid #17-03)

C.10 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for RFQ/RFP #17-04, HVAC Design-Build Services at Four (4) District Sites with EMCOR Services Mesa Energy Systems Inc.

(Approval of Notice of Completion, HVAC Design-Build Services at Four (4) District Sites, RFQ/RFP #17-04)

C.11 Approved/ratified Purchase Order/Draft Payment Report #18-03, as presented.

1. A listing of Purchase orders issued 9/01/2018 through 10/11/2018 for the 2018-2019 school year, for $5,850,376.64.

2. A listing of Draft Payments issued for 9/01/2018 through 10/11/2018 for the 2018-2019 school year, $100.00

(Approved/ratified Purchase Order/Draft Payment Report #18-03)

C.12 Received the Actuarial Study of Retiree Health Liabilities prepared by Geoffrey Kischuk of Total Compensation Systems, Inc. Information only.

(Actuarial Study of Retiree Health Liabilities)

C.13 Adopted the 2018-2019 Saturday Academy MOU between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

(Approval of the Oxnard School District and Oxnard Educators Association (OEA) 2018-2019 Saturday Academy Memorandum of Understanding)

C.14 Approved the 2018-19 Quarterly Report on Williams Uniform Complaint, first quarter, as presented

(Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, First Quarter)

C.15 Approved the establishment and increase of the positions as presented.

(Establish/ Abolish/ Increase/ Reduce Hours of Positions)

C.16 Approved the Personnel Actions, as presented.

(Personnel Actions)

Listed below are recommended Classified 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.

(Classified)

Name	Position	Effective Date
New Hire		
Frias Perez, Veronica	Child Nutrition Worker, Position #6627 Itinerant 5.0 hrs./185 days	10/08/2018
Larios, Joanna	Child Nutrition Worker, Position #2617 Itinerant 4.54 hrs./185 days	10/01/2018
Limited Term		
Gutierrez, Yesenia	Paraeducator	10/02/2018
Ma, Rocio	Health care Technician	09/27/2018
Mendoza, Lilibeth N.	Paraeducator	09/26/2018
Poquiz, Glenn	Paraeducator	10/03/2018
Weisberger-Cohen, David A.	Paraeducator	10/0402018
Exempt		
Banuelos, Irma	Campus Assistant	09/28/2018
Galloup, Matthew	Campus Assistant	09/28/2018
Ledesma, Charlette	Campus Assistant	10/03/2018
Magana, Janelly	Campus Assistant	09/17/2018
Martinez-Hernandez	Campus Assistant	09/18/2018
Moreno, Adrian	Campus Assistant	10/08/2018
Puga, Aileen	Campus Assistant	09/27/2018
Salcedo, Maria del Carmen	Campus Assistant	09/17/2018
Ybarra, Jacob	Campus Assistant	09/28/2018
Increase in Hours		
Marques, Melissa	Paraeducator III, Position #2855 Special Education, 5.75 hrs./183 days Paraeducator III, Position #2855 Special Education, 5.5 hrs./183 days	10/04/2018
Transfer		
Rivera, Edith D.	Child Nutrition Worker, Position #2854 Ramona 5.0 hrs./185 days Child Nutrition Worker, Position #6627 Kamala 5.0 hrs./185 days	10/04/2018
Resignation		
Romero, Adriana	Secretary, Position #6416 Enrollment Center 8.0 hrs./246 days	09/28/2018

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. (Certificated

Name	Position	Effective Date
New hires		
Huntsman, Alison	SPED Preschool Teacher, San Miguel	10/15/2018
Baermann, Katherine	Substitute Teacher	2018/2019 School Year

Barnett, Margaret	Substitute Teacher	2018/2019 School Year
Hernandez, Jacqueline	Substitute Teacher	2018/2019 School Year
Vaquero, Nancy	Substitute Teacher	2018/2019 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year		
Avalos, Valentina	Chavez	10/03/2018

D.1 On motion by Trustee Morrison, seconded by Trustee O'Leary and carried on a roll call vote 5-0, the Board approved Agreement #18-160 with Leverage Learning Group Inc.
Leverage Learning Group Inc. will work with the district and four (4) site leadership teams to build individual and site capacity for instructional leadership to support the implementation of professional learning communities. A professional learning community, or PLC, is a group of educators that meets regularly, shares expertise, and works collaboratively to improve instructional skills and the academic performance of students

APPROVAL OF AGREEMENT #18-160 – LEVERAGE LEARNING GROUP INC**.**
(Motion #18-46)

D.2 Dr. Cesar Morales Superintendent of the District suggested moving this discussion to January to get better prepared and refine the process for the areas the Board wants to focus on. Specially because there will be a new Board in place.
On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved to move this discussion to January. Dr. Cesar Morales Superintendent of the District suggested move this discussion to January to get better prepared and refine the process for the areas the Board wants to focus on. Specially because there will be a new Board in place.

DISCUSS AND RECEIVE DIRECTION ON ACADEMIC OR PROGRAM AUDIT
(Motion# 18-47)

E.1 On Motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the minutes of regular and special board meetings, as submitted:

APPROVAL OF MINUTES
(Motion# 18-48)

- February 7, 2018, Regular Board Meeting
- February 21, 2018, Regular Board Meeting
- February 28, 2018, Special Board Meeting
- March 7, 2018, Regular Board Meeting
- March 21, 2018, Regular Board Meeting
- April 10, 2018 Special Board Meeting

G.1 Superintendent Announcements:

SUPERINTENDENT ANOUNCEMENTS

Dr. Cesar Morales
- Expressed his satisfaction for Brekke's presentation, highlighting the importance and evolution of the school strands at elementary level. He indicated that instruction and learning had evolved.
- He highlighted the many uses of technology in the instruction/learning/student production and professional development.

- Indicated he was proud of ELAC, DELAC and Project2Inspire parents and encouraged parents and teachers to continue to get more parents engaged in their children's life.
- Reported than on November 1st he would participate in a Social Justice Conference in Oxnard, as member of the panel. He indicated that Mr. Chris Ridge was also invited to provide a presentation on Social Justice.

G.2 Trustees Announcements:

TRUSTEES ANNOUNCEMENTS

Trustee Madrigal Lopez
- Indicated she enjoyed Brekke's presentation and specially to hear from the children on what they want to become in the future.
- Congratulated parents for their involvement and highlighted their importance on education.
- Reported that the past week, she attended Kamala's Parent Night and A-G requirements meetings.

Trustee O'Leary
- Thanked the parents that were present at the Board Meeting.
- Thanked teachers and Staff in the front line.
- Expressed he is looking forward to the discussions on academic advancement.

Trustee Robles-Solis
- Thanked the parents and asked the principals to support them.
- Requested more information about Haydock conversion to DLI.
- Asked to what school would Elm and Curren's students be transferred.

Trustee Morrison
- Reported he provided presentations that week to the preschool and Kindergarten classes at McAuliffe, since they had lost their playground to construction.
- Reported he was invited to Marshall School for a week of activities for all grade levels. Reported that Friday morning the entire Oxnard High School Band would be there to serenade students coming back to school, between 7:30 and 8:00 a.m. and Ventura County Probation Department team would play against the students' basketball team.
- Congratulated the 8th grade promotions for all the honors and awards received through the years. Reported 46% of the students promoted had a 4.0 GPA or higher. Indicated there is a disconnect with testing and the results in class.

President Cordes
- Reported she attended the Kamala family night. Indicated the presence of parents is important.
- Reported she attended a Family Day at Driffill, there was workshops on A-G requirements, financial aids to go to college. There were probably 50 to 70 parents.
- Reported the previous week she attended the Award of Excellence.
- Expressed her appreciation for the teacher and staff work.
- She attended a forum at Pacifica.

The Board set the date for the next Special Board Meetings on September 24 or October 15 at 5:00 p.m.

Trustees convened to closed session at 8:44 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Cordes reported actions taken in close session: REPORT FROM CLOSED SESSION

On motion by Trustee Robles, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0; the Board approved the settlements for the following cases: OAH # 2018-06-0002 and OAH # 2018-07-0161. (Motion # 18-49)

There being no further business, on motion by Trustee Madrigal, seconded by Trustee Morrison and carried on a roll call vote of 3-0, being Trustee Robles-Solis and Trustee O'Leary absent, the Board of Trustees adjourned the meeting at 9:59 p.m.

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 October 24, 2018; 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

Special Board Meeting
November 7, 2018

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in special session at 5:03 p.m. on Wednesday, November 7, 2018 at the Educational Service Center.

PLEDGE OF ALLEGIANCE

The audience recited the Pledge of Allegiance.

ROLL CALL

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest "Mo" Morrison, Denis O'Leary, and Veronica Robles-Solis; Trustee Monica Madrigal Lopez arrived at 5:05 p.m. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat and Dr. Ana DeGenna, and Executive Assistant Roise Chaparro. Also present was Ms. Nitasha Sawhney with GHS LLP.

ADOPTION OF THE AGENDA

3. On motion by Trustee Morrison, seconded by Trustee O'Leary, and carried on a roll call vote of 4-0, being Trustee Madrigal Lopez not present yet, the agenda was approved, as presented.

SPECIAL STUDY SESSION – STATE AID PROGRAM UPDATE

4. Special Study Session: State Aid Program Update.

ADJOURNMENT

There being no further business, on motion by Trustee Morrison, seconded by Trustee Robles-Solis, and carried on a roll call vote of 5-0, President Cordes adjourned the meeting.

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 Special Board meeting of November 7, 2018; on motion of Trustee _____, seconded by Trustee _____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

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."